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## The Solicitors' Journal and Reporter.

LONDON, MAY 11, 1889.

## CURRENT TOPICS.

WE HAVE good reason to know that the Council of the Incorporated Law Society are taking active steps in the direction of instituting an organization whereby the solicitors of each locality will be enabled to bring to the notice of their Parliamentary representatives the various evils, alike to the public and the profession, which are likely to ensue from the passing of the Land Transfer Bill in its compulsory form.

WE PRINT elsewhere a General Order in Lunacy altering order 77 of the Lunacy Order, 1883, only by a few words, the effect of which is to allow all lunacy taxations to be referred to one taxing officer, in accordance with the new scheme.

A RULE OF COURT, dated the 10th of April last, makes order 58 of the Rules of the Supreme Court applicable to all appeals from the Commissioners under the Railway and Canal Traffic Act, 1888. The rule will be found in another column.

WE UNDERSTAND that the Examiner in Conveyancing for the Intermediate Examination has resigned, and there is therefore a vacancy which must necessarily be filled very soon in consequence of the near approach of the June Examination.

IT HAS BEEN arranged that on Saturday (this day) the Lord Chief Justice and Lord Justice LINDLEY shall sit to hear Crown Cases Reserved, and there will accordingly be no sitting of Court of Appeal No. 1. Next week Lord COLERIDGE will continue to "elect" (as Lord ESHER phrases it) to preside in that division.

WE HEAR THAT the case, reported elsewhere, in which a divisional court refused to make an order for removing the name of a solicitor from the roll who had been convicted of embezzlement, is under appeal. This being so, we shall say no more at present than that we are glad that the question will come before the Court of Appeal.

WE ARE INFORMED that the dinner to be given by solicitors to the Attorney-General will be held in the Holborn Town Hall on the 29th of May, and not at Her Majesty's Theatre, as at first announced. We believe that upwards of four hundred solicitors have intimated their intention of being present, and that ample funds have been contributed or guaranteed.

THE COUNCIL of the Incorporated Law Society have presented a petition in favour of the Solicitors (Magistracy) Bill, which proposes to enable solicitors to act as justices in counties in which they practise. Notwithstanding the fact that solicitors are now restrained from acting as justices in counties in which they practise, they may, nevertheless, act as such in boroughs in which

they practise. This is an anomaly for which, in the opinion of the council, no adequate reason exists. The council consider that it would be for the public advantage that men who have had legal training and who possess the knowledge and experience which solicitors acquire, both before admission and in the course of their practice, should not be prevented from administering justice in magisterial courts in their own counties. It has, however, been submitted that it would be desirable that the Bill should contain a provision to the effect that any solicitor appointed to act as a justice for the county in which he carries on business should not, either directly or indirectly, by himself or his partner, practise in any court in which he may sit as a justice.

THE NEWS of the sudden death of Mr. INCE, Q.C., at his chambers on Tuesday evening caused something like consternation at Lincoln's-inn. It is seldom that death has come to a busy leader in the midst of his work, and still seldomer has it entered the scene of his daily consultations. The facts, so far as we have been able to ascertain them, are that Mr. INCE, who had argued a case before Mr. Justice KAY on Tuesday, had just concluded a consultation on that evening, when he asked that his clerk might be sent to him. He shortly after became unconscious, and died in the course of a few hours, there being no possibility of removing him to his residence. Mr. INCE was distinguished as an advocate by his ingenuity, rapid apprehension, and mastery of his cases. He commenced his career as a leader before Sir GEORGE JESSEL, and his success with that swift and powerful judge was no bad testimony to the qualities we have noticed. But it is by his genuine goodness of nature that Mr. INCE will be longest remembered. He leaves behind him the fragrance of innumerable kindly acts, pleasant words, and courteous consideration for the feelings of others.

We referred last week to the case of *Hancock v. Smith* (37 W. R. 459), in which NORTH, J., applied the rule in *Clayton's case* (1 Mer. 572) in such a manner as to allow the private creditor of a stockbroker to obtain, by a garnishee order, money belonging to his clients. At the same time we expressed our opinion that hardly enough weight had been given to the cases which establish that by such an order the creditor cannot take anything which is not really due to the debtor. It is a sign of the rapidity with which the Court of Appeal is overtaking its business that, since our observations appeared, the matter has been heard there, and the decision reversed. It was, of course, at once seen that, although the rule in *Clayton's case* might usefully be applied in settling the claims of *cestuis que trust* as between themselves, yet it was quite a different matter when the result would be to let in someone claiming through the trustee. To carry the rule to this extent is in direct violation of the principle which the Court of Appeal affirmed: that it is only against a debtor's own money, or that which he has a right to deal with as his own, that a garnishee order can be granted.

WE PRINT elsewhere a batch of new Rules of the Supreme Court, having reference exclusively to proceedings in the taxing masters' office. The first rule enables the Lord Chancellor to prescribe the rotation in which references are to be made to the taxing masters. We read this as meaning that he may prescribe that all matters before any judge shall come before the taxing master to be attached to that judge. The next rules substitute for R. S. C., ord. 65, rr. 19 (b), 19 (c), 19 (d), and 19 (f), provisions requiring the proper officer by whom an order directing a taxation is drawn up to certify on the order the date on which it was "signed, entered, or otherwise perfected," and imposing on the solicitor having the carriage of the order the obligation of leaving at the office of the proper taxing master within seven days after the order was "signed, entered, or otherwise perfected," a copy of it and a statement of the names and addresses of the parties appearing in person and of the solicitors of the parties not appearing in person; under penalty, in default of performance of the obligation, of losing all costs of taxation. The next rule places on the taxing master the duty of sending by post to the parties appearing in person and the solicitors of other parties a notice fixing the date before which the bills directed to be taxed by the order are to be left, and a sub-

sequent date on which the taxation is to be proceeded with. The next rule annuls so much of ord. 65, r. 27, regulation 27, as follows the word "unnecessary"—that is to say, it leaves the taxing officer free to disallow the costs of any party whose attendance such officer shall, "in his discretion, consider unnecessary," without binding him to consider whether the interest of the party is "small or remote, or sufficiently protected by other parties interested." A new regulation (38A) is next added to the above-mentioned rule, couched in somewhat similar terms to the solicitor-baiting order, and providing that if costs have been increased by "unnecessary delay, or by improper, vexatious, or unnecessary proceedings, or by other misconduct or negligence, or if from any other cause the amount of costs shall, in the opinion of the taxing master, be excessive having regard to the value of the fund, estate, or assets to which they relate, or other circumstances, the taxing master shall allow only such an amount of costs as would, in his opinion, have been incurred if the litigation had been properly conducted, and shall assess the same as a gross sum, and shall (if necessary) apportion the amount among the parties." And, further, it is provided that if on taxation the amount of the professional charges (exclusive of disbursements) contained in the bill "is reduced by a sixth part, no costs shall be allowed to the solicitor" for drawing and copying the bill or attending the taxation. Particular attention should be directed to this rule, which appears to us to be framed with the intention of precluding any review of the decision of the taxing master. The whole matter is left absolutely to his "opinion," which is expressly allowed to be based on "any cause" whatever. And how can there be any review of a process which is not a taxation, but an assessment of a gross sum? If we are right in our interpretation of the rule, we say, without hesitation, that a more scandalously unjust provision was never made. Solicitors are to be left to the absolute caprice of a taxing master, or to the caprice of a taxing master regulated by a certain judge. For the rule must be read in connection with the rumour of the proposal to attach each taxing master to a particular judge.

A USEFUL DECISION upon the rescission clause in conditions of sale has been pronounced by Mr. Justice CHITTY in *Re The 163rd Starr-Bowkett Building Society's Contract* (reported elsewhere). The question arose upon a condition that, if the purchaser should make any objection to or requisition on the title which the vendors should be unable or unwilling to remove or comply with, the vendors should be at liberty to annul the contract and return the deposit, without interest, costs, or compensation. After the sale the purchaser sent in requisitions, and the reply of the vendors was a notice rescinding the contract; at the same time they sent a cheque for the deposit. Subsequently they stated that their reason for so doing was to avoid delay and expense, as they could not comply with some of the requisitions; they also declined to give the purchaser a chance of considering whether he would waive them. The case is distinguished from previous decisions in two points. The condition said nothing about insisting on the requisitions, nor did the purchaser, in fact, so insist. In *Duddell v. Simpson* (15 W. R. 115, L. R. 2 Ch. 102) both these elements existed, and it was contended that, even after the purchaser had insisted on his requisitions, he was still entitled to notice from the vendor before his power to rescind was exercised. But the Court of Appeal held that to allow this would be to introduce a new term into the contract. In *Re Dames and Wood* (33 W. R. 685, 29 Ch. D. 626) the condition was similar to that in the present case, but the vendor did not rescind upon the mere making of the requisition, but waited until the purchaser insisted. There was no need, therefore, to discuss the variation in the condition, and the authority of *Duddell v. Simpson* was sufficient. But in the present case Mr. Justice CHITTY had to decide on the actual form of the condition, and in doing so he has used the same principle as that applied in *Duddell v. Simpson*. The power to rescind arises on the purchaser making the requisitions, and, if otherwise entitled, the vendor can, immediately on such making, exercise it; nor need he give the purchaser a *locus penitentie*. To require this would be, exactly as before, to introduce a new term into the contract. It was also necessary to determine what was meant by the vendor being "unwilling" to comply with the requisitions. In *Duddell v. Simpson* it was said that this word was not to be considered as giving the vendor an arbitrary power to annul the contract, but



that he must shew some reasonable ground for his unwillingness. And in *Re Dames and Wood Cotton, L.J.*, said that the cases certainly established that a vendor could not avail himself of such condition arbitrarily, or unless he shewed some reasonable ground for his unwillingness to answer the requisitions. But the effect of this was neutralized by *Re Glenton and Haden* (53 L. T. 434), which decided that, although the vendor must not act capriciously—that is, although he must have a reason for rescinding—yet he is not bound to state that reason. This is the latest utterance of the Court of Appeal, and clearly shews that, although the purchaser may set up caprice, yet if he wants to do so he must find his own proofs. The vendor's reasons, good or bad, are locked up in his own bosom, and there the law will leave them. Such at least was Mr. Justice CHITTY's opinion, although it was not necessary for him to act upon it, as a reason, and one which he considered a good one, had, in fact, been given. The case is a further illustration of the principle finally established in *Re Terry and White's Contract* (34 W. R. 379, 32 Ch. D. 14), that purchasers must take the risk of conditions of sale on themselves, and that the courts will not now stretch the ordinary rules of construction in their favour.

THERE ARE considerations which render it desirable that the courts should not sit later in the day than the accustomed time for rising, or, at any rate, not for more than a few minutes. The courts are accustomed to rise at four o'clock, and those who are engaged there make their appointments on the expectation that the custom will be followed. It is satisfactory to know that our judges are not afraid of work, but Mr. Justice CHITTY, who is one of the offenders in respect of late sitting, appears to forget that the lateness of the hour to which he constantly sits on a Friday may be a source of great inconvenience to a large number of persons. On Thursday last Mr. Justice STIRLING, after four o'clock, delivered a judgment which lasted half an hour. In this case a great number of counsel and solicitors were engaged, and it is possible the learned judge may have been induced to sit beyond the usual limit by a laudable desire to save the expense of completing the case on the following day. Every one, however, of those concerned will not agree that the inconvenience caused to them was compensated by the small saving to the clients.

#### ON THE RIGHT TACK.

ON a crucial matter, involving the most material interests of the profession, the Council of the Incorporated Law Society have shewn that they are the right men in the right place. As will be seen from the announcement elsewhere, they have come to the conclusion that the importance and urgency of the land transfer question calls for a departure from their accustomed methods of action, and that steps should be taken at once to organize the profession in the direction often indicated in these columns. And we may add that we have every reason to believe that the organization to be instituted will be so complete and so skilfully directed as to more than compensate for any delay in taking action which may have occurred. We believe that by their admirably devised plan of action the council will earn the gratitude of the whole profession, and shew once more the enormous advantage of having at the head of affairs men of sagacity, wide experience, and practical power of moulding an organization so as best to accomplish the end intended.

We referred some time ago to the necessity for providing some form of address to members of Parliament to be suggested to the solicitors in each locality, and we said that this would require much consideration. We have no doubt that the council will consider it desirable to furnish a form which may either be adopted or altered as the solicitors of each district may think fit, and we may add that we do not feel the smallest anxiety as to the terms in which this document will be couched. Its preparation will, we know, be in eminently skilful hands, and we anticipate that it will be found to be a model summary of the arguments against compulsion and statement of the personal grievance of solicitors against the Bill. And if our information is correct, the council are likely to propose proceedings, subsequent to the sig-

nature and forwarding of the letter, which will be far better and more effectual than anything we have suggested.

Correspondence, not intended for publication, has revealed to us some misapprehensions which seem to exist in some quarters as to the course we have advocated. It seems to be supposed that the address to the M.P.'s is intended to be of a "threatening" character. We suppose that a recent remark made in these columns, that it should be "strong meat, not milk and water," may have contributed to this impression. Nothing, however, could be further from our intention than this. It would be as unwise as improper to address any language in the slightest degree of a minatory character to a parliamentary representative. Moreover, it is perfectly unnecessary. All that is needed, and all that has ever been contemplated, is that each member should receive from his solicitor constituents a calm and respectful, but forcible and unequivocal, statement of the evils likely to result from the Bill if passed in its compulsory form, and of the feeling of the profession on the subject. This is what we mean by "strong meat"; what we mean by "milk and water" is best illustrated by the celebrated "question of policy" resolution and expression of hope that "at all events for a year" the compulsion clause will not be put in force. All that "milk and water" business is, we believe, now discontinued, and we trust that every solicitor throughout the kingdom will shortly put his name to such a statement as we have described above. Surely it is the undoubted right of every constituent to address his member on any matter of vital consequence to himself which is likely to come before Parliament.

Upon another point on which some misapprehension appears to exist, we have some reluctance in speaking, because politics are altogether ignored in these columns. But we think we shall not trench on that dangerous ground if we say that solicitors who are supporters of the present Government and desire it to continue in office need entertain no apprehension whatever that their action will endanger or embarrass the Government. There is a course very commonly and very prudently adopted, of dropping a Bill with regard to which serious opposition is likely to occur at the busiest period of the session.

It now remains for the profession to do their part in carrying into effect the scheme which we believe will be immediately promulgated, if it has not already been promulgated, by the council. The council are working hard, and are going to work hard, and will have to put forth their utmost energy to have the plan carried out in the enormous district of London, which it is believed they will undertake themselves. Let every provincial law society, and the solicitors in each parliamentary division, resolve that they will not be behind the council in their endeavours to obtain an absolutely completely-signed letter to their representative. There will be labour needed and some little outlay, but, with proper organization in each sub-division, both ought to be individually small. In each polling district there must be some man of energy and public spirit who will undertake the trouble of getting the signatures of his brother solicitors within the area. Let the work be subdivided as far as possible, and it will be found that it will be easily done. Let each provincial law society have as many copies of the letter written out as there are polling districts, and have loose brief sheets appended—not attached—to the letter, and let each of them be sent to a solicitor in each polling district, and then the signatures throughout the constituency can be obtained simultaneously and with little trouble. It must be remembered that the time which can be allowed is limited; the Bill will in all probability reach the Commons before, or very soon after, Whitsuntide, and it is most essential, in every point of view, that the members should be approached as speedily as possible.

We earnestly hope that every solicitor will see that the matter is one which so intimately concerns his personal interests as to call for his best endeavours to support the action of the council. If he is a solicitor resident in a large commercial centre, and therefore depending less on conveyancing than many of his brethren, let him remember that the Bill is only a step further in the line of the transaction of solicitors' business by Government officials, and that his turn may come next. Let no one suppose that the Bill at present has no chance of passing; if no combined effort is made against it the probability is that it will slip through at the fag-end of the session, and solicitors will find out too late that they have lost a large portion of their remuneration.

# FORFEITURE OF A LIFE INTEREST IN A SETTLOR'S OWN PROPERTY ON BANKRUPTCY OR ALIENATION.

SOME time ago (32 SOLICITORS' JOURNAL, 469) we called attention to a decision of KAY, J., in *Dugdale v. Dugdale* (36 W. R. 462) to the effect that a limitation of an estate to the donee in fee until alienation or bankruptcy would have the effect of conferring an absolute fee. This decision, adverse to the effectiveness of estates of this kind, may be said in a measure to be balanced by the recent decision of NORTH, J., in *Re Detmold* (37 W. R. 442, 40 Ch. D. 585), which establishes the validity of a limitation to a settlor himself, subject to determine upon alienation by operation of law.

A marriage settlement was executed in April, 1881, by which a sum of stock belonging to the intended husband was settled upon trust to pay the income to himself for life, "or till he shall become bankrupt, or shall assign, charge, or incur the said income, or shall do or suffer something whereby the same or some part thereof would, through his act, default, or by operation or process of law, if belonging absolutely to him, become vested in or payable to some other person or persons." Upon the determination of the husband's interest, the income was to go to the wife for life for her separate use. On the 8th of June, 1888, a creditor recovered judgment against the husband, and on the 19th of July he obtained an order appointing himself receiver of the income. The husband committed an act of bankruptcy on the 29th of July, in respect of which he was subsequently adjudicated a bankrupt. Under these circumstances the question arose whether the provision for forfeiture was valid. There is no doubt that if the first cause of forfeiture had been the bankruptcy, the limitation would have been bad. The numerous early cases are thus summed up in a note to *Wilson v. Greenwood* (1 Swanst. 481):—"The general distinction seems to be that the owner of the property may, on alienation, qualify the interest of his alienee by a condition to take effect on bankruptcy; but cannot, by contract or otherwise, qualify his own interest by a like condition, determining or controlling it in the event of his own bankruptcy, to the disappointment or delay of his creditors; the *jus disponendi*, which for the first purpose is absolute, being, in the latter instance, subject to the disposition previously prescribed by law." This was quoted by WOOD, V.C., in *Knight v. Browne* (9 W. R. 515), as being a correct statement of the law, and it is quite settled that a limitation to a settlor to determine upon his bankruptcy is bad. Moreover, in *Re Pearson* (25 W. R. 126, 3 Ch. D. 807), BACON, C.J., went further, and held that the settlement which contained it was void *in toto* against the trustee in bankruptcy. But that was a case of a voluntary settlement, not of a marriage settlement, and the court, in saying that it was as plainly fraudulent as possible, and declaring it to be void, was careful to advert to this distinction.

But if there has been an alienation whereby the husband's interest is defeated before the occurrence of the bankruptcy, the result is different. In *Brooke v. Pearson* (7 W. R. 638, 27 Beav. 181) there was a marriage settlement by which a rent-charge out of the husband's property was to become payable to his wife if he mortgaged it or became bankrupt. He mortgaged it first and afterwards became bankrupt. The Master of the Rolls, Sir JOHN ROMILLY, was at first inclined to think that the validity of the limitation must be determined as at the date of the settlement, and that it was therefore bad on account of the possible forfeiture in the event of bankruptcy. But he subsequently decided that the actual order of events must be considered. When the mortgage was made, the rent-charge arose, and being thus vested in the wife at the time of the bankruptcy, it did not pass to the assignees, or rather it did not sink again into the property for their benefit.

*Knight v. Browne* (*supra*) was the next case that arose, and it was said to be governed by the above. But the circumstances were very different, and it was really an attempt by a creditor, who had also become a mortgagee, to avoid the operation of the limitation against himself. A settlor upon his marriage settled real estate on trust to pay the rents to himself till bankruptcy, alienation, or death, and then upon trust to pay them to his wife. After his marriage, proceedings in the Insolvent Debtors' Court were taken against him, but the detaining creditor was paid off by a third party, and the proceedings discharged. In consideration

of this advance, the debtor mortgaged his life estate to the third party, and the wife thereupon claimed that it was forfeited. For the mortgagee it was contended that a limitation which was bad as against the body of creditors (in the case of bankruptcy) must be equally so as against an individual creditor. But WOOD, V.C., took the law as laid down in *Brooke v. Pearson*. The limitation would have been bad had it determined upon bankruptcy, but the law had been carried no further, and in the event of alienation in any other manner it was good. That case was somewhat hard on the mortgagee, as he appears to have advanced the money first, and afterwards taken this security which turned out to be worthless. He had helped to avoid the bankruptcy, and this was his reward. Of course, an ordinary mortgagee is in a very different position, as he can see from the settlement the nature of the interest he is taking.

There remains, then, the case of involuntary alienation which arose in *Re Detmold*, and, consistently with the above cases, it is not easy to see how any other decision than that of NORTH, J., could have been given. It had been settled by *Brooke v. Pearson* that, in considering the validity of the limitation, the actual order in which the causes of forfeiture arose was to be considered, and in *Knight v. Browne* that the only cause of forfeiture which would make the limitation bad was bankruptcy. Taking these as good law, it was only necessary to notice that, in allowing a receiver to be appointed, the husband had done or suffered something whereby the income had, through his "act, default, or by operation or process of law become vested in or payable to some other person." This being so, the forfeiture had already taken place, and on the bankruptcy there was nothing to pass to the trustee. The decision really makes the law more explicit than in *Knight v. Browne*, because the case of alienation by operation of law was not there before the court, and the express *dictum* of WOOD, V.C., that the limitations in question had only been held bad in case of bankruptcy, was unnecessary for the purpose of his judgment. But it would be difficult now to draw a line between voluntary and involuntary alienations, and, although the law may be hard sometimes on individual creditors, yet it is, perhaps, as thus settled, consistent, and not, on the whole, inconvenient.

## CORRESPONDENCE.

### THE PROSPECTS OF SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—I observe the discussion as to the number of solicitors removed from the ranks of the law, and I ask whether, apart from any question of moral stigma, it can be considered an unmixed evil to be "struck off the rolls."

To the majority of those on the rolls the recent changes in the law and its administration have rendered it extremely difficult "to get our living in that state of life to which it has pleased God to call us," and our existence is one of diminished incomes, struggle, and perplexity.

Things are bad now, but they will be very much worse after the passing of the Land Transfer Bill, and all our efforts can only for a time postpone it; it is as sure to come as the fusion of law and equity, or the State management of bankruptcies.

The irresistible tendency of the day is to cheapen the administration of the law, and to place it in the hands of Government officials to the exclusion of those who have hitherto earned their living thereby.

When I entered the law there were four principal branches of it, common law, chancery, conveyancing, and bankruptcy, by the assiduous following of which, combined with an exercise of all the virtues, one could generally realize, not a fortune, but a competency.

How different are things now; shortly there will be nothing left but the work of the "judicature" system, whereby one has less work to do than under the previous system. The remuneration for that left is diminished by half by the "lower scale," whilst the outgoings are largely increased.

I submit that some compensation should be made to solicitors who are thus deprived of the means of getting a livelihood. Proctors were compensated very handsomely when their business was thrown open to solicitors, and these last ought in justice to be treated in the same way.

Young men who have been admitted within the last ten years will soon find that they have paid their fees on articles and admission for the privilege of exercising a profession which substantially no longer exists, and in which they will not have had time to recoup themselves their outlay incurred in entering it.

W. R.



## FRAUDULENT SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow me, through your columns, to acquaint Mr. Hastie and his supporters with the motives that actuated one at least of those who voted against his ill-considered propositions. I venture to think there was not a little method in the apparent madness of his opponents. For my own part, it was not because I was indifferent that I joined in the chorus of condemnation that greeted him; it was because I considered that the insinuations made by him against the profession did not touch the bulk of its members.

We are not bankers; our office is not to take care of, to hoard, or to increase our client's wealth. It is for us to "institute suits in courts of law, and to prosecute or defend the cause of clients." Let us be condemned as *lawyers* when we fail in our office as such. To condemn us in a body when some of us undertake and fail in what is not legitimately our work is unjust. The courts do not allow us to have the unfettered control of moneys. They know us to be human, and to have temptations like other men. I say it unreservedly, as I consider it gross unwisdom on the part of anyone to constitute a solicitor his banker.

Banks are invariably huge concerns. Their proprietors are wealthy; their clerks are well-chosen and under constant supervision. These are the institutions in which the courts think moneys may safely be placed. They are subject to all the acknowledged perils of finance; but their very wealth insures them against any serious disablement through personal dishonesty. On the other hand, a solicitor stands alone; he may have a partner, but that does not affect the soundness of this reasoning. He has a substantial income; but spends most of it, and, unless of uncommon calibre, has the passions and ambitions, and perhaps the love of speculation, of other men. I contend that this man is tempted to wrong-doing more than any bankers—aye, if £100,000 be placed in their hands. And then, if he be found wanting, he is blamed because he has failed to do what his client would trust no other living soul to do for him—not even his brother—not his divine, certainly. He does not think *him*, in temporal matters, like Caesar's wife, above suspicion.

A banker is trusted—and why? Because it is known that, with the enormous wealth at his command, the mite of any one customer will not be seen. The customer knows nothing of the banker himself—he knows he is rich, and that is enough. If he could only know that he is living on £500 a year, and cannot afford to spend more, he would withdraw his money at once. But he does not know, and so he sleeps in peace. He does know it of his solicitor though, but he thinks—why I am at a loss to tell—that temptation will not assail him. He is wrong, lamentably wrong. I only regret that we are not made of sterner stuff, if only to compensate for the lack of shrewdness and sagacity that is apparent in some of our clients.

Great St. Helen's, May 6.

DOUGLAS M. GANE.

## THE EXTENSION OF THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—Your article upon this subject in last week's issue confirms my recollection of what I had previously read in your columns, but does not accord with what I am told at the society's office in one respect.

I called at the general office yesterday and explained that I was desirous of joining the society, but did not wish to be elected before the 1st of June, so that I should only have £1 to pay, being half the subscription for the current year. I was referred to the cashier, and both he and another gentleman in the same department assured me that "all that was now done away with," and I should have to pay £2. These gentlemen, I am sorry to say, wouldn't admit you as an authority upon the subject, but handed me, as settling the question, a pamphlet on the "Objects and Advantages" of the society, bearing the date 1889, which certainly bears out their views.

All I wish to suggest is, that, if you are right, the clerks in the society's office ought to receive proper instructions; and, if you are wrong, you might like to correct the error. G. WASHINGTON FOX.

17, Knight Rider-street, E.C., May 7.

[The result of inquiries we have made has been to shew that the cashier and the other gentleman referred to must have been under a misapprehension, and that the General Regulation No. 3, which is to the following effect, is still in force—viz., that whenever a person is elected after the 31st of May he shall pay only one-half the amount of the annual subscription for the remainder of the current year.—ED. S. J.]

## MR. POTTS' BOOK ON THE LAW OF SUCCESSION.

[To the Editor of the Solicitors' Journal.]

Sir,—The clerical error on p. 21 of my book on the "Law of Succession," pointed out in your review of last week had already been

corrected by means of an addenda slip, a copy of which I quite thought had been sent to you, together with some other defects which unfortunately escaped notice while the book was passing through the press.

If you can find space to mention this in your next issue I shall feel very greatly obliged; the importance of the error and the very wide circulation of your valuable paper must be my apology for making this request.

T. RADFORD POTTS.

Oxford, 9th May.

[No copy of the slip referred to reached our hands.—ED. S. J.]

## NEW ORDERS, &amp;c.

RULES OF THE SUPREME COURT.

MAY, 1889.

ORDER LXV.—Rule 18.

1. After the word "rotation" insert "or in such manner or order as the Lord Chancellor may from time to time direct."

ORDER LXV.—Rule 19, B, C, and D.

2. Rules 19B., 19C., and 19D. are hereby annulled, and the following three rules are substituted therefor:—

Rule 19B. The proper officer, by whom any order directing a taxation of costs shall be drawn up, shall certify upon the order the date on which it was signed, entered, or otherwise perfected.

Rule 19C. Should the solicitor having the carriage of the order fail in leaving at the office of the proper Taxing Master within seven days after the order was signed, entered, or otherwise perfected a copy of it, and (annexed to such copy) a statement containing the names and addresses of the parties appearing in person, and of the solicitors of the parties not appearing in person, no costs of taxation shall be allowed to the solicitor so failing.

Rule 19D. On the copy of the order being left with the Taxing Master, he shall forthwith send by post to the parties appearing in person, and to the solicitors of the parties not appearing in person, a notice fixing a date before which the bills, the taxation whereof is directed by the order, shall (with all necessary papers and vouchers) be left for taxation, and a subsequent date on which the taxation shall be proceeded with.

3. Rule 19F. is hereby annulled.

ORDER LXV.—Rule 27. Regulation 27.

4. So much of Regulation 27 of Rule 27 as follows the word "unnecessary," is hereby annulled.

ORDER LXV.—Rule 27. Regulation 38A.

5.—(a.) If in any case in which a taxation is directed with a view to the payment of the costs out of a fund or estate (real or personal), or out of the assets of a Company in liquidation, the costs shall have been increased by unnecessary delay, or by improper, vexatious, or unnecessary proceedings, or by other misconduct or negligence, or if from any other cause the amount of the costs shall, in the opinion of the Taxing Master, be excessive having regard to the value of the fund, estate, or assets to which they relate, or other circumstances, the Taxing Master shall allow only such an amount of costs as would, in his opinion, have been incurred if the litigation had been properly conducted, and shall assess the same at a gross sum, and shall (if necessary) apportion the amount among the parties.

(b.) If on the taxation of a bill of costs payable out of a fund or estate (real or personal), or out of the assets of a Company in liquidation, the amount of the professional charges (exclusive of disbursements) contained in the bill is reduced by a sixth part, no costs shall be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation.

6. These Rules shall come into operation on the 1st of June 1889, and may be cited as the Rules of the Supreme Court, May 1889, and each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

May 1, 1889.

(Signed)

HALSBURY, C.  
COLERIDGE, C.J.  
ESHER, M.R.  
NATH. LINDLEY, L.J.  
EDW. FRY, L.J.  
C. E. POLLOCK, B.  
H. MANISTY, J.

## GENERAL ORDER IN LUNACY.

From and after the 1st day of June, 1889, the following order shall stand in lieu of Order 77 of the Lunacy Orders, 1883:—

Where it is ordered that any costs, or costs, charges, and expenses be taxed, the taxing officer to whom the taxation of costs is for the

time being referred, is to tax and certify such costs, or costs, charges, and expenses, and also to certify the names of the respective solicitors to whom the same should be paid; and due notice of attending the taxing officer on the taxation is to be given to such parties as the Masters shall have certified are to attend on the proceedings in the matter; and where it is ordered that the costs, charges, and expenses of any committee or next of kin in the matter of any lunacy be taxed, the taxing officer, in taxing such costs, charges, and expenses, is not to allow the costs, charges, or expenses of any petition or application upon which no order shall have been drawn up, or of any evidence in relation thereto, unless the same shall by any order be directed to be allowed or ordered to be costs in the matter of such lunacy, nor to allow the costs, charges, or expenses of or incidental to any proposal or inquiry before the Masters which they shall have disallowed or not thought fit to adopt or carry into effect, unless the Masters shall have certified that such proposal or inquiry was proper.

(Signed) HALSBURY, C.  
ESHER, M.R.  
HENRY COTTON, L.J.  
NATHL. LINDLEY, L.J.  
EDWD. FRY, L.J.  
HENRY C. LOPES, L.J.

The sixth day of May, 1889.

#### RULES OF THE SUPREME COURT. 10TH APRIL, 1889.

##### RAILWAY AND CANAL TRAFFIC ACT, 1888.

We, the undersigned, being the authority having power to make Rules for Her Majesty's Court of Appeal in England, do hereby, in pursuance of the seventeenth section of the Railway and Canal Traffic Act, 1888, make the following Rule in relation to appeals from the Commissioners under that Act:—

Order LVIII. of the Rules of the Supreme Court, 1883, shall, so far as applicable, apply to all appeals from the Commissioners under the Railway and Canal Traffic Act, 1888.

Dated this 10th day of April, 1889.

(Signed) HALSBURY, C.  
COLERIDGE, L.C.J.  
ESHER, M.R.  
JAMES HANNEN.  
NATHL. LINDLEY, L.J.  
EDW. FRY, L.J.  
C. E. POLLOCK.  
H. MANISTY.

The President, B. G. Lake, Esq., the Vice-President, Grinham Keen, Esq., and the Council of the Incorporated Law Society entertained at dinner on Wednesday, the 8th inst.:—The Lord Chief Justice of England, Lord Macnaghten, The Hon. Mr. Justice Grantham, Sir Walter Phillimore, Bart., Sir Reginald Welby, Mr. J. Whitehorse, Q.C., The Hon. F. Lawley, Mr. H. C. Richards, Mr. Dicey, the Rev. H. A. Lake, Mr. Broadley, Mr. Mowatt, Mr. A. E. Finch, Mr. G. B. Rasleigh, Mr. W. H. Cousins, Mr. E. Lake, Mr. Munns, Mr. Trower, Mr. Newman, Mr. Harting, Mr. G. L. Bristow, Mr. A. J. Finch, Mr. Hugh Fraser, Mr. J. R. F. Rogers, Mr. E. E. Blyth, Mr. R. T. Webster, Mr. E. R. Still, Mr. E. W. Williamson, Mr. Bucknill, Mr. Walter Williamson. The following members of the Council were also present:—Sir Thomas Paine, Mr. F. H. Janson, Mr. G. B. Gregory, Mr. E. J. Bristow, Mr. H. Roscoe, Mr. Richard Pennington, Mr. C. J. Follett, Mr. H. L. Pemberton, Mr. J. Hunter, Mr. H. J. Davis.

The annual statement of Sir John Monckton, the Town Clerk of the City of London, on the progress made in arranging and calendaring such municipal records as are preserved at Guildhall in his custody contains, says the *Times*, some interesting information. A calendar of wills proved and enrolled in the ancient Court of Hustling between A.D. 1258 and 1358 (in number about 2,500) has been completed and passed through the press. The wills in Somerset House may be said to commence at the date where this volume of the calendar ends. Dr. Sharpe, the Records' Clerk, has endeavoured to give a fair general abstract of each will, and to this has been added an exhaustive index and a short account of the Court of Hustling from the earliest times. Many of the wills contained bequests of quaint and curious chattels, bequests for the maintenance of charities for the health of the testator's soul, bequests to St. Paul's and other churches, to orders of friars, hermits, and anchorites in and around London, to lepers in Southwark, Hackney, and elsewhere, and to inmates of hospitals and prisons. Besides family names well known to every student of the municipal history of London, there were found others of more universal interest, such as Chaucer and Caxton. A calendar of the wills enrolled in the Court of Hustling, some 1,500 in number, will constitute a second volume of still greater interest.

On the 2nd inst. the Trust Companies Bill, re-introduced by Lord Hobhouse in the House of Lords, was referred to the Standing Committee on Law.

## CASES OF THE WEEK.\*

### Court of Appeal.

#### RUST v. THE VICTORIA GRAVING DOCK CO.—No. 2, 8th May.

COSTS—TAXATION—HIGHER OR LOWER SCALE—"PRINCIPAL RELIEF SOUGHT"—INJUNCTION—R. S. C., 1875 (ADDITIONAL RULES OF AUGUST, 1875), VI., 2.

The question in this case was, whether the plaintiff was entitled to have his costs of the action taxed on the higher scale. The case was governed by rule 2 of order 6 of the Additional Rules of August, 1875, which provided that solicitors should be entitled to charge and be allowed fees on the "higher scale" "in all actions for special injunction to restrain the commission or continuance of waste, nuisances, breaches of covenant, injuries to property, and infringement of rights, easements, patents, and copyrights, and other similar cases where the procuring such injunction is the principal relief sought to be obtained." The defendants were the owners of a dock into which water was admitted from the River Thames, and they were required by statute to keep the wall of their dock not less than 5 feet above Trinity high-water mark. They did not keep their wall high enough, and the result was that, on the happening of an extraordinary high tide, the water overflowed the wall and flooded some adjoining land belonging to the plaintiff. This land was building land, though some of it had not yet been built upon. The plaintiff brought this action in the Chancery Division, claiming an injunction to restrain the defendants from allowing their wall to remain below the proper height, and damages for the injury caused to his land by the overflow. At the trial Chitty, J., granted a perpetual injunction, and directed an inquiry as to damages before a special referee. The referee found that the plaintiff was entitled to £1,941 damages, and Chitty, J., affirmed his decision. The Court of Appeal held (31 SOLICITORS' JOURNAL, 268, 36 Ch. D. 113) that the damages had been assessed on a wrong principle, and reduced the amount. The taxing master taxed the plaintiff's costs on the higher scale, on the ground that rule 2 applied, and Chitty, J., affirmed the decision.

THE COURT (Lord ESHER, M.R., and FRY, L.J.) reversed the decision. Lord ESHER, M.R., said that the rule of law applicable to the case was laid down by the Court of Appeal in *Chapman v. The Midland Railway Co.* (5 Q. B. D. 167, 431) to this effect, that, in order to determine whether, within the meaning of rule 2, the injunction was the principal relief sought, the taxing master must have regard to the particular facts of the particular case, and draw the inference of fact which was the principal relief sought in that case. There might be an appeal from his inference of fact, but the court would be very loth to set aside his finding, and would not do so unless they were very clearly of opinion that he was wrong. The only question now was, whether this court had such a clear opinion that the taxing master and Chitty, J., were wrong that they ought to reverse their decision? The action was really a common law action, though it was brought in the Chancery Division. In the first instance the plaintiff did not ask for an injunction, and as matters then stood it was as plainly as could be a mere common law action. The plaintiff afterwards amended his claim by asking for an injunction, and about the same time he delivered particulars of the damages for which he sued. He claimed the enormous sum of £9,000 for damages resulting to him from the inundation, and the cause of the injury was the not keeping up the defendants' wall to the proper height. The plaintiff's claim was for damages not actually incurred—for diminution in the letting value of his property. It was said that by reason of the inundation people would not give such high rents for the houses as they would have done before. This claim was based on an entirely wrong principle. The only damages that could properly be recovered was the cost of reinstating the plaintiff's property in the condition in which it was before the flood. But still that was the claim which he made. The comparison must be made between the injunction and the damages for which the plaintiff asked. The arbitrator gave him £1,900. The plaintiff insisted on damages on the wrong principle, and the arbitrator adopted that principle. When the case came before the Court of Appeal they at once said that the principle was wrong, and they gave the plaintiff damages on the right principle. The injunction sought was really a mandatory injunction to compel the defendants to raise their wall to the proper height. If the plaintiff had not asked for an injunction at all, the same result would have followed. As a matter of business, the defendants would necessarily have raised their wall to the proper height. The plaintiff would have had the same protection without any injunction, though the injunction gave him more power. On a review of all the facts, his lordship came to the conclusion that the plaintiff had not proved that the injunction was the principal relief sought by the action. The *onus* was on the plaintiff to shew that he was entitled to have his costs taxed on the higher scale, and he had not proved that the injunction was the principal relief sought. This was one of many actions which were brought in the Chancery Division because costs were taxed at a higher rate there than in the Queen's Bench Division, and a shambling pretence of a claim for an injunction was made. The costs ought to have been taxed on the lower scale. FRY, L.J., concurred.—COUNSEL, *Jeune, Q.C.*, and *A. C. Nicoll; Ashton Cross. SOLICITORS, Gedge, Kirby, & Millett; Watson, Sons, & Room.*

#### MITON v. WILSON—No. 1, 2nd May.

PUBLIC HEALTH ACT, 1875—PENALTY—MEMBER OF LOCAL BOARD INTERESTED IN CONTRACTS.

This was an appeal from the decision of A. L. Smith, J. The action

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.



was brought under section 70 of schedule 2 of the Public Health Act, 1875, to recover a penalty of £50 from the defendant for having, while acting as a member of the Local Board of Elland, near Halifax, been concerned in two contracts entered into by such local board. It appeared that the defendant, who was a joiner, was elected a member of the Elland Local Board in 1885, and in the course of 1886 two contracts were entered into by the local board with two persons named Holdsworth and Brook for the supply, for the purposes of the local board, of a warming apparatus and a water tank. When these came to be fitted up it was found that some joiner's work would be necessary, and in each case the contractor employed the defendant's workmen to do this, and subsequently paid the defendant for the work so done. A. L. Smith, J., found that the defendant had in fact not been in any way concerned in the contracts, but he considered himself bound by the judgment of Field, J., in the similar case of *Tompkins v. Joliffe* (51 J. P., 16th April, 1887), and accordingly he gave judgment for the plaintiff, with costs. The defendant appealed.

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.J.J.) dismissed the appeal. Lord Esher, M.R., said that the section had been passed to protect members of such a local board from temptation or the semblance of temptation. It was impossible to say that the defendant was not concerned in any way in these contracts. Lindley, L.J., said that the lax words of the section had been purposely chosen, because the object of the section was to prevent any conflict between the duty and the interest of members of local boards. Lopes, L.J., said that, in his opinion, whenever a person was employed to do part of the work which another had contracted to do, he was concerned in the contract.—COUNSEL, *Tindal Atkinson, Q.C., and Cyril Dodd; Forbes, Q.C., and Yarborough Anderson. SOLICITORS, Wilkinson, Hill, & Co.; Bridgford, for Lawton, Halifax.*

#### **SADLER v. SOUTH STAFFORDSHIRE TRAMS CO.—No. 1, 2nd May.**

TRESPASS—STREAM TRAMCAR—DEFECTIVE CONDITION OF TRAMWAY.

This was an appeal from the decision of Charles, J. The action was brought to recover damages sustained by the plaintiff, and for the death of his wife, in consequence of being injured by one of the defendants' tramcars. It appeared that the tramcar was running on the line of another company, over whose line the defendants had running powers, when, in consequence of the points being defective, the car was thrown off the line, and injured the plaintiff and his wife, who happened to be crossing the road. The jury found that there had been no excessive speed or mismanagement by the defendants, but that the accident happened in consequence of the defective condition of the points, of which defect the defendants were ignorant. On these findings Charles, J., gave judgment for the plaintiff. The defendants appealed, but

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.J.J.) dismissed the appeal. Lord Esher, M.R., said that the accident happened by the immediate act of the defendants. They were empowered by Act of Parliament to run their steam tramcars along the public highway. To do so, unless all the machinery and plant were in good order, was dangerous to the public, and the Act implied a duty on them to keep them in good condition. If they failed in this duty they were doing what they were not authorized by the Act to do, and they could not justify their conduct under the Act. The accident was caused by the defective condition of the tramway. It was true that the tramway belonged to another company, but, as between the defendants and the public the defendants were bound to see that the plant and machinery which they used was not defective. They had failed to do this, and the accident had, consequently, happened. They were, therefore, liable to the plaintiff in trespass. The case might have been different if the accident had been caused by an inevitable accident, but it was impossible to say that such was the case here. Lindley and Lopes, L.J.J., delivered judgment to the same effect.—COUNSEL, *R. E. C. Kettle; H. D. Greene, Q.C., and Shakespeare. SOLICITORS, Stokes & Hooper; W. Shakespeare.*

#### **REG. v. LAND COMMISSIONERS OF ENGLAND—No. 1, 4th May.**

COPYHOLD ACT, 1887 (50 & 51 VICT. C. 73)—POWER OF LAND COMMISSIONERS TO REVIEW VALUATION.

This was an appeal from the decision of a divisional court (Denman and Hawkins, J.J.), reported 37 W. R. 350. The tenant of a certain copyhold estate desired to enfranchise it under the Copyhold Acts, and valuers were appointed under the Copyhold Act, 1887, to determine the value of the manorial and other rights and incidents. The valuer appointed by the tenant put the value at £1,281, and the lord's valuer put it at £2,106. The matter was referred to an umpire, who assessed the value of the rights at £1,331, at which price the tenant accordingly claimed to enfranchise. Immediately afterwards the estate of five acres was sold by auction for £14,500. The lord thereupon applied to the Land Commissioners to remit the award of the umpire to be reconsidered, on the ground that it was "imperfect or erroneous." The commissioners remitted the valuation, but the umpire declined to reconsider it, and the commissioners then gave notice that they would proceed to inquire into the matter and assess the valuation themselves. The tenant applied to the Divisional Court for a prohibition to restrain them from doing so, which was granted on the ground that the commissioners were bound by the decision of the umpire unless it should be erroneous in principle. By section 11 of the Copyhold Act, 1887, "if it shall appear to the commissioners that the valuation is imperfect or erroneous, they may remit it for reconsideration or correction, and if the valuers neglect or refuse to amend the same the commissioners may, after due notice to the lord and to the tenant, and after fully considering all the circumstances brought before them, determine the value of the manorial and other rights and incidents at such a sum as they may deem just and reasonable."

THE COURT (Lord Esher, M.R., and Lindley and Lopes, L.J.J.) discharged the prohibition and reversed the decision of the Queen's Bench Division. Lord Esher, M.R., said that he could see nothing in the section to limit the meaning of the word "erroneous" to "erroneous in principle." The whole of the Copyhold Acts, of which the Act of 1887 was the last, shewed that the final decision and award was in the commissioners. The valuers were only assessors to them, and were not arbitrators at all. Section 11 appeared to be absolutely clear, and to give them power in such a case as this to set aside the finding of the valuers, and to assess the value for themselves. Lindley and Lopes, L.J.J., concurred.—COUNSEL, *Sir R. E. Webster, A.G.; Meadows White, Q.C., and Tyrrell Paine; E. Bray; Finlay, Q.C., and H. F. Dickens. SOLICITORS, White, Borrett, & Co.; Blair & Girling.*

#### **HANCOCK v. SMITH—No. 2, 3rd May.**

APPROPRIATION OF PAYMENTS—RULE IN CLAYTON'S CASE—TRUST MONIES.

This was an appeal from a decision of North, J. (*ante*, p. 235, 37 W. R. 459). A question arose with regard to the application of the rule in *Clayton's case* (1 Mer. 572) as to the appropriation of payments in the case of trust moneys. The defendant was a stockbroker, and he kept an account at a bank into which he paid only moneys received by him from clients, and he drew upon the account only for the purpose of making payments to or on behalf of his clients. On the morning of the 15th of October the balance to the credit of the defendant's account was £667 14s. 8d. During that day the defendant paid into the account £409 15s. which he had received for a client named Shaw. He paid in no other sum during that day, but he drew out £554 16s. 2d., leaving at the end of the day a balance of £522 13s. 6d. On the 30th of October the defendant drew out £340 on Shaw's behalf. He had previously drawn out £9 15s. on Shaw's behalf, so that there remained £80 due from the defendant to Shaw. Between the 15th and the 30th of October the defendant had paid into the account sums amounting to £1,073 18s. 9d. and had drawn out sums amounting to £1,187 2s. 1d. On the 5th of November the balance standing to the credit of the account was £301 0s. 3d., and on that day the plaintiff, who was a judgment creditor of the defendant for £650, obtained a garnishee order nisi, attaching the balance standing to the credit of the defendant's banking account to answer his debt. On the 13th of November the defendant gave notice of motion to discharge the garnishee order, and he made an affidavit stating that the £301 0s. 3d. was made up of £221 3s. received by him for Mrs. Jones, £60 received for Shaw, £14 12s. 6d. received for Miss Palmer, £3 8s. 6d. received for Miss Abrey, and £1 15s. received by him for transfer fees. Those persons had notice to attend and shew cause why the balance at the bank should not be paid to the plaintiff. North, J., disallowed the claims of Shaw and Miss Palmer (who stood in a position similar to that of Shaw). His lordship, on the authority of *Re Hallett* (28 W. R. 321, 732, 13 Ch. D. 696), held that the rule in *Clayton's case* applied as between *cestuis que trustent*, and that Shaw's money and Miss Palmer's had been paid away, and he refused to discharge the garnishee order. The appeal was by Shaw.

THE COURT (Lord Halsbury, C., and Cotton and Fry, L.J.J.) reversed the decision. Lord Halsbury, C., said that as between *cestuis que trustent* the rule in *Clayton's case* might be applied. But here the whole fund was trust money, and there was no competition as between the *cestuis que trustent* themselves. A judgment creditor could obtain a garnishee order only against money which the debtor was entitled to dispose of for his own purposes. Here the money was not the debtor's money, and he had no right to deal with it as his own. The garnishee order could not, therefore, be sustained. His lordship's only doubt was whether the court could give the appellant what he claimed. But on the evidence he was satisfied that the court would be doing no injustice by giving the appellant what he asked for. The garnishee order must be discharged, and the balance paid to the claimant. Cotton, L.J., said that a creditor could obtain a garnishee order only against money of the debtor. In the present case it was clear that the money in the bank was not the debtor's own. The rule in *Clayton's case* would apply as between *cestuis que trustent* if there was not enough to pay them all, but in the present case there was no conflict between *cestuis que trustent*, and the rule did not apply. Fry, L.J., concurred.—COUNSEL, *W. H. Townsend and B. Fossett Lock; R. F. Norton. SOLICITORS, G. Presswell; R. Chappman.*

#### **High Court—Chancery Division.**

**Re THE 163rd STARR-BOWKETT BUILDING SOCIETY'S CONTRACT.—Chitty, J., 2nd May.**

VENDOR AND PURCHASER—CONDITIONS OF SALE—RIGHT TO RESCIND.

In this case the question was as to the power of a vendor to annul his contract under a condition of sale, that in case the purchaser should, within a specified number of days after delivery of the abstract of title, make any objection to or requisition on the title which the vendors should be unable or unwilling to remove or comply with, the vendors should be at liberty at any time thereafter, notwithstanding any attempt to remove or comply with such objection or requisition, by notice in writing, to annul the contract, and to return to the purchaser his deposit money without interest, costs, or compensation. The abstract of title was duly delivered, and the purchaser sent in a number of requisitions. The vendors' solicitors replied by a notice rescinding the contract, alleging as a reason that the vendors were unwilling to comply with the requisitions. They at the same time sent a cheque for the deposit. The purchaser's solicitors forthwith returned the notice and cheque, and requested an

immediate reply to the requisitions. The vendors' solicitors thereupon stated that their clients' reason for annulling the contract was to avoid delay and expense, as they were unable to comply with some of the requisitions. The purchaser's solicitors then asked the vendors' solicitors to tend the best answers they could, in order that the purchaser might consider whether the requisitions might not be waived. The vendors' solicitors wrote in answer that the vendors had passed a resolution annulling the contract. The purchaser then took out a summons for a declaration that the contract was still subsisting. The purchaser adopted the arguments in *Dames and Wood* (33 W. R. 685, 29 Ch. D. 626), contending that even if the vendors were not bound to give reasons when giving notice of rescission, yet reasonable ground must exist, and that, when challenged, the vendors were bound to shew that they were not acting arbitrarily or out of caprice. They relied on the expressions of Cotton, L.J., in the case cited, and also upon the case of *Duddell v. Simpson* (15 W. R. 115, L. R. 2 Ch. 102).

CHITTY, J., said that it had been argued that, if the condition were construed literally, it was no more and no less than a trap for intending purchasers. That argument might be met by the observation that where the vendor stated plainly in his conditions of sale on what terms he proposed to sell, it was for the purchaser to consider whether or not he would enter into the contract on the terms proposed, and that under such circumstances it was not for the court to interpose. The present rule of the court was not to make new contracts, or to do indirectly and under the guise of putting a construction on a contract that which the court could not do directly. There was also another observation which might be made with reference to such conditions of sale—namely, that men did actually deal with one another on a footing of credit and trust. It also should be borne in mind that vendors were put to great expense and cost in preparing to sell, and therefore had a pecuniary interest in carrying the sale to completion; and that, generally speaking, it was not likely that vendors should, as it were, fine themselves by rescinding their contracts without good reason. With respect to conditions of the present kind there were two points authoritatively decided—first, that when the condition was that "if the purchaser should insist" on a requisition the vendor might annul the contract, then if the purchaser, having made the requisition and received an answer he considered unsatisfactory, continued to press the requisition, the right on the part of the vendor to rescind arose at once, and there was no further *locus penitentie* allowed to the purchaser. In other words, as soon as insistence on a requisition is shewn on the part of the purchaser the right of the vendor arises under the condition of sale to rescind the contract. He was for the moment dealing with a case where the condition was if the purchaser shall "insist" on the requisition being complied with. The ground on which the court in such a case declined to admit the argument that there was a further *locus penitentie* to the purchaser was, as was stated by Turner, L.J., in *Duddell v. Simpson*, that to give such a *locus penitentie* would be to add a new term to the contract. That point being established beyond doubt, it would also appear that, when the terms of the condition were "if the purchaser shall 'make' any such objection or requisition," &c., the right to rescind by parity of reasoning arose immediately on such requisition or objection being made. The second point clearly established by the authorities was that on such a condition the vendor was not bound to state his reasons for refusal to comply or answer. That was decided by all the judges of the Court of Appeal in *Re Glenton & Haden* (53 L. T. 434). He now came to the true meaning of the term "unwilling" in such a condition. It might have been held that the term was to be taken according to its grammatical import, and it was for the purchaser to consider on entering into the contract whether he would or not expose himself to the risk of having his contract terminated, if the vendor were unwilling to comply with the requisition made. The term "unwilling" itself referred to the state of mind of the vendor. *Prima facie* the vendor would, according to the literal meaning of the term, only have to simply decline to answer, and no other person was to be the judge of the reasonableness of his refusal. However, in the case of *Re Dames and Wood*, where the condition was in substance the same as that in the present case, there were expressions in the judgment of Cotton, L.J., to the effect that the result of the authorities was that a vendor could not avail himself of such a condition arbitrarily or without shewing some reasonable ground for his unwillingness to answer the requisition. The opinion thus given was, it was true, a mere *dictum*, in the sense that it was not a ground for the decision actually arrived at in the particular case. Fry, L.J., in the same case, pointed out the exact scope of the decision, and the questions which were left open, including the point on which he (Chitty, J.) had already expressed his view—namely, as to whether the right to rescind arose simply because the purchaser had taken the objection, and also the question whether the burden of proving that the power was exercised on reasonable grounds rested on the vendor who exercised it or on the purchaser impeaching its exercise. There was, therefore, no decision in *Dames and Wood* as to what the term "unwilling" meant, but there were *dicta* shewing a tendency to hold that the term "unwilling" was not to be taken in its literal grammatical sense. But the learned judges said that the reason on which the vendor acted need not be communicated. There must be some limitation, therefore, to be put upon the term "unwilling," or something must be added to the term. He took it to be established that although the contract was in terms that the vendor might rescind if unwilling to comply with the requisition, still if it could be shewn that the vendor was acting capriciously the power was not well exercised. But the Court of Appeal had said that the vendor was not bound to submit his reasons to the purchaser, and that if he had a reason, although he did not state it, that was sufficient. In the present case the vendor had stated that he had rescinded to save expense, and the resolution subsequently passed went still further, for it expressed an inability to comply. The *bona fides* of the

resolution was not questioned. Could he, under such circumstances, hold that the condition was being improperly enforced, and that the power reserved by the condition of the vendor of rescinding was being exercised unreasonably or capriciously? He had mentioned that Fry, L.J., had left it open upon whom the burden of proof of reasonableness or unreasonableness would rest. In the present case it was unnecessary to decide that point. It, however, might be said that, generally speaking, where there was a power alleged to have been exercised *malà fide* or in any way improperly, the burden of proving what was imputed was with the person making the imputation. Assuming, however, that, in the present case, the burden of proof rested with the vendors, he was even of opinion that they had discharged it. The vendors had not acted capriciously. They, acting in the interests of a trust estate, thought it preferable to put an end to the contract. The value of the property was small, and the expenses possibly to be incurred might prove to be large. As it was, by putting an end to the contract, although, no doubt, it could be said that the intending purchaser had been put to expense, yet it could be said with equal truth that the vendors, too, had also incurred expense and suffered loss. He held that the power had been well exercised and the contract annulled by the notice given, and accordingly dismissed the summons, with costs.—COUNSEL, *Byrne, Q.C.*, and *George Millar*; *Romer, Q.C.*, and *George Henderson*. SOLICITORS, *Birt & Fellett*; *Burgoyne-Watts & Co.*

Re FITZGERALD—North, J., 4th May.

WILL—CONSTRUCTION—"NEXT OF KIN IN BLOOD."

The question in this case was, whether the widow of a settlor was entitled to share under the ultimate trust declared by a post-nuptial settlement. In the events which had happened the ultimate trust declared after the death of the settlor and his wife was "for the next of kin in blood of" the settlor "according to the statutes for the distribution of intestates' effects, and in the manner in which the same would be distributable if he had died possessed thereof intestate." On behalf of the widow it was urged that the words which followed the phrase "next of kin in blood," and especially the last clause, "in the manner in which the same would be distributable if he had died possessed thereof intestate," had the effect of enlarging the first words, and of letting in the widow as one of the next of kin.

NORTH, J., held that the widow could not take. Though she was not one of the "next of kin in blood," of course there might be something in the will to shew that those words were intended to have a larger meaning. It was admitted that, if the clause had stopped at "effects," the widow could not have taken, but the final explanatory clause was relied on. No doubt, if the settlor had died intestate, the widow would, under the statute, have taken a share of his effects, but his lordship could not take those additional words as enlarging the meaning of the words "next of kin in blood" so as to let in a person who was not one of the next of kin in blood. He thought the result would have been the same if the words had been simply "next of kin," but the addition of the words "in blood" helped the construction.—COUNSEL, *Sturges*; *Marcy*; *B. B. Rogers*. SOLICITORS, *Wordsworth, Blake, & Co.*; *Simsen & Simsen*; *Miller, Smith, & Bell*.

Re CHARIK, ABRAHAM v. CHARIG—North, J., 2nd May.

EXECUTOR—ASSENT TO LEGACY.

The question in this case was, whether an executor must be taken to have assented to a legacy. The testator, by his will, bequeathed some pecuniary legacies, and he bequeathed a leasehold house to his niece Caroline, subject to the payment of the rent thereof to his wife for her life and the payment of two legacies of £100 and £25 out of the rent. After the death of the widow the executor paid part of the rent of the house to the niece, she undertaking to pay the two legacies, and he afterwards, at her request, applied the remainder of the rent in paying the legacy of £25. At this time an action had been brought against the executor by one of the residuary legatees, and in that action an account had been directed of the personal estate of the testator not specifically bequeathed. By the present summons the niece claimed a declaration that she was entitled to the house free from liability to costs incurred by the executor, on the ground that he had assented to the bequest to her.

NORTH, J., held that the executor could not be taken to have assented to the bequest.—COUNSEL, *Seaward Brice, Q.C.*, and *Rosenthal*; *Stokes*. SOLICITORS, *Saul Solomon*; *Webb & Sons*.

## High Court—Queen's Bench Division.

BARKER v. HEMPSTEAD—2nd May.

COSTS—ACTION ON CONTRACT FOR LESS THAN £50—APPLICATION UNDER ORDER 14 WITHIN TWENTY-ONE DAYS OF SERVICE OF WRIT—JUDGMENT FOR SUM EXCEEDING £20, LEAVE TO DEFEND AS TO RESIDUE—TAXATION OF COSTS SUBSEQUENT TO JUDGMENT UNDER ORDER 14—SCALE—COUNTY COURTS ACT, 1888, s. 116.

This was an appeal from an order made by Mathew, J., at chambers, directing a review of a taxation of costs. The action was founded on contract, and was brought in the High Court, the indorsement on the writ claiming £47. Section 116 of the County Courts Act, 1888 (51 & 52 Vict. c. 43) enacts as follows: "With respect to any action brought in the High Court which could have been commenced in a county court, the following provisions shall apply: (1) If in an action founded on contract the plaintiff shall recover a sum less than twenty pounds, he shall not be



entitled to any costs of the action, and if he shall recover a sum of twenty pounds or upwards, but less than fifty pounds, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court. . . . Provided that, if in any action founded on contract the plaintiff shall, within twenty-one days after the service of the writ, or within such further time as may be ordered by the High Court or a judge thereof, obtain an order under order 14 of the Rules of the Supreme Court empowering him to enter judgment for a sum of twenty pounds or upwards, he shall be entitled to costs according to the scale for the time being in use in the Supreme Court." The plaintiff, within twenty-one days of the service of the writ, applied under order 14, and obtained judgment for £45, leave being given to the defendant to defend as to the balance of £2. As to this balance, the official referee, to whom the question was referred, found in favour of the plaintiff. On the plaintiff bringing in his costs for taxation, the master was of opinion that he was entitled to have all his costs taxed on the High Court scale, and so ordered. On appeal Mathew, J., varied the master's order, and directed that only the costs up to the judgment under order 14 should be allowed on the High Court scale, and that the subsequent costs should be on the county court scale. The plaintiff appealed to the Divisional Court.

THE COURT (FIELD and CAVE, JJ.) allowed the appeal. It was open to a plaintiff to bring an action for a small debt either in the High Court or in the county court. If, however, he chose to go into the more expensive court without good reason, the Legislature thought he ought to be treated as acting vexatiously, and provided that, if he recovered less than £20 he should not have any costs, and if over £20, but under £50, then only costs on the county court scale. But inasmuch as there was no procedure in the county court for obtaining summary judgment, similar to the procedure under order 14 in the High Court, the Legislature had, by section 116 of the County Courts Act, 1888, enacted that a plaintiff who obtained a judgment under order 14 for £20 or upwards should not be treated as acting vexatiously, but should be allowed costs on the High Court scale. The plaintiff had complied with all the provisions of that section, and he was entitled to be allowed his costs on the High Court scale—that is, his costs of the action, not merely those incurred up to the judgment under order 14.—COUNSEL, *Sills; Rose Innes. SOLICITORS, Tyas & Huntington; Lewis & Churchman.*

### Solicitors' Cases.

*Re A SOLICITOR—Q. B. Div., 7th May.*

CONVICTION FOR EMBEZZLEMENT AFTER ORDER FOR SUSPENSION—REFUSAL TO STRIKE SOLICITOR OFF THE ROLLS.

This was an application on the part of the Incorporated Law Society to strike a solicitor off the rolls, on the ground that he had been convicted of felony involving dishonesty—that is to say, the offence of embezzlement. He had been employed by a firm of solicitors as clerk, and had confessed applying to his own purposes various sums received for them to the amount of £175. He had been already charged with an offence, a breach of his duty as a solicitor to his employers in not accounting for the money to them. The case had come before Lord Coleridge and Mr. Justice Manisty, and as he then undertook to set apart a portion of his salary to repay the debt he was sentenced only to suspension for eighteen months. It was not then known whether or not he would be prosecuted criminally for embezzlement, though, in fact, such a prosecution had been commenced. But since then he had been indicted for the same offence as embezzlement, and the Incorporated Law Society now applied that he should be struck off the roll in accordance, as they submitted, with an invariable rule. It was admitted on the part of the solicitor that a conviction for a criminal offence was a disqualification for practice as a solicitor. The criminal prosecution, it was stated, had, in fact, been instituted by the employers of the solicitor before the application to this Court, and had resulted in a conviction. This of itself, it was admitted, was a cause for striking him off the roll—that where it was the first and only application in the matter, a solicitor, who had been convicted of a criminal offence should be struck off the roll; but it was submitted that here, as the suspension was upon certain terms, which had been carried out, the solicitor ought not to be twice punished for the same offence. Counsel, on the part of the Incorporated Law Society, submitted that it was a rule, which had subsisted for a great number of years, that a solicitor convicted of a criminal offence should be struck off the roll; and they submitted this as a matter of principle, on which they felt very strongly, that a person convicted of felony ought not to be upon the roll. It was not a question of punishment; it was a question of the protection of honourable practitioners from such a discredit. That was the ground on which it was put a century ago by Lord Mansfield (*Re Brownell, Cowp.*, 829). In that case all the judges were consulted, and were unanimously of opinion that a person convicted of felony (though only for appropriating a single sovereign) was not a fit person to be on the roll of attorneys. That principle had been adhered to ever since. The solicitor, no doubt, had been willing to set apart a portion of his income; but his employers, as they were prosecuting him, of course declined to accept it. The question, however, was not one of reparation or satisfaction, any more than it was one of punishment. It was a question simply whether a person convicted of felony was fit to be upon the roll. In no instance had it ever been allowed. The Law Society felt strongly upon it for that reason, as necessary to protect the public and preserve the honour and character of the profession, and because in any other honourable profession it would not be allowed. [POLLOCK, B.—We had the facts before us on the former

occasion.] Not the conviction for felony; the mere misappropriation of the money, not necessarily felonious. [MANISTY, J.—We knew all the facts.] No; not the felony, which the jury found. The conviction for felony has quite altered the character of the case. It might have been that the party was not convicted of the felony. The mere misappropriation was not necessarily felonious. But here he has been convicted of felony, and his name ought to be removed from the roll. Counsel for the solicitor urged that a party ought not to be punished twice for the same offence. He had already been punished for his offence as a solicitor. He was then sentenced for the offence as a criminal offence. Now it was proposed to punish him further by striking his name from the roll.

THE COURT came, however, to the conclusion that the solicitor should not be struck off the roll. POLLOCK, B., said it was certainly a very grave and serious question, affecting on the one side the individual concerned, and on the other side the honour and character of the profession. The Incorporated Law Society insisted that it was an absolute rule that solicitors convicted of felony should be struck off the roll. But he did not consider that there was any such absolute rule preventing the court from exercising their discretion. No doubt the question of punishment was only one question for consideration. The mere conviction for felony was not sufficient to bind the court to strike the solicitor off the roll, nor to exclude the exercise of their discretion. The court, on the former occasion, had exercised their discretion under all the circumstances then brought before them, one of which was the possibility of a criminal prosecution, and the punishment imposed was only one of suspension. Since then the party had been convicted and sentenced to imprisonment. The facts were now the same, except that the solicitor had been convicted of felony, and it would not be logical to inflict any further punishment. MANISTY, J., said he was of the same opinion, and having been before of opinion that it was not a case for striking the solicitor off the roll, he was of the same opinion still. On the former occasion the solicitor had admitted the offence, and the facts now were in substance the same as before. The solicitor had been convicted of embezzlement—no doubt of a considerable sum—but it was just the same case now, and the punishment ought not to be increased. It would be contrary to all principle that the court should now pass a severer sentence than before. And, in effect, the court was now asked to alter its former decision. The application must, therefore, be refused; though they could not give the solicitor his costs, as, no doubt, the application was *bona fide*.—COUNSEL, *Hollans; Bigham, Q. C., and Bernard Coleridge.—Times.*

### LAW SOCIETIES.

#### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst., Mr. G. Burrow Gregory in the chair. The other directors present were Messrs. J. H. Kays, R. Pennington, R. Pidcock (Woolwich), Henry Roscoe, J. Anderson Rose, Sidney Smith, R. W. Tweedie, and J. T. Scott (secretary). A sum of £335 was distributed in grants of relief, forty new members were admitted to the association, and other general business was transacted.

#### UNITED LAW SOCIETY.

March 11.—Mr. Marcus moved: "That the present Government have forfeited all claim to the confidence of the country." The following spoke:—For the motion, Mr. Aiyangar. Against, Messrs. Strickland, Conner, and McMillan. The debate was adjourned till the 15th of April.

March 18.—Mr. Rawlinson moved: "That the decision of the Court of Appeal in *Lee v. Newchapel Asphalt Co.* (W. N., 1888, p. 48; 1889, p. 3) was wrong in law and detrimental to business morality." The following spoke:—For the motion, Messrs. Lazarus and Common. Against, Messrs. Chapple, Preston, Strickland, and Edmunds. The debate was adjourned.

March 25.—Mr. H. J. Bull moved: "That the proceedings now being taken against the Bishop of Lincoln are a disgrace to those instituting them, and are calculated to do grave injury to the Church." Mr. Common opposed. For the motion, Messrs. Aiyangar, Gilbert, Marcus, and Kains-Jackson. Against, Messrs. Le Maistre, Greenhalgh, Miller, and Lee-Nash. Mr. Bull having replied, the motion was carried by a majority of four votes.

April 1.—Mr. Laurence Gane, Q.C., M.P., was elected a vice-president of the society. A motion was then passed authorizing the secretary to receive the names of members willing to join in a scheme that had been arranged with Messrs. Stevens & Sons' Law Lending Library.

April 8.—A joint debate was held with the Law Students' Debating Society. Subject—"That Imperial Federation is essential to the stability of the Empire." A report of this debate has already appeared.

April 15.—The adjourned debate of the 11th March was resumed by Dr. Bateman Napier. The following spoke:—For the motion—Mr. Hartley; against—Messrs. Common, Le Maistre, Jeffreys, and Preston. Mr. Marcus having replied on the whole question, the motion was put to the house and lost by a majority of four votes.

April 29.—The greater part of the evening was devoted to private business. After this had been disposed of Mr. Yates formally moved: "That this society protests against the recent attacks upon Sir Richard Webster, and records its high appreciation of the ability, integrity, and dignity which distinguish his career as head of the legal profession." Owing to the lateness of the hour the motion was put to the house without any discussion, and carried, with two dissentients. A copy of the resolution has been sent to Sir Richard Webster.

## LAW STUDENTS' JOURNAL.

## LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—May 7.—Mr. Todd in the chair. The debate—"That the case of *Initt v. The Railway Passengers' Assurance Co.* (22 Q. B. D. 504) was wrongly decided"—was opened by Mr. C. Curtis. He was supported by Mr. Watson, and opposed by Messrs. Windsor, Blagden, and Hart. Mr. Curtis replied, and on the motion being put to the society it was carried.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**—A meeting of this society was held in the Law Library, Wellington-passages, on Tuesday, the 30th of April, Mr. H. M. Barrows being in the chair. Mr. T. W. Walthall moved a resolution to which the chairman moved an amendment, and which after some discussion was ultimately passed as amended: "That this society regrets the publication of a notice by the Land Registry Office containing the statement:—The vendor will hardly ever require a solicitor, and most purchasers of average business capacity will be able to do their own work also," and urges upon all members the necessity of strenuously opposing any measures which shall be unjust to the profession." The meeting then proceeded to discuss the following point:—"A noble earl instructs a commission agent to put £100 on a horse named 'The Baron,' for a race called 'The Lincoln Handicap.' The commission agent puts the £100 which he receives from his lordship on another horse—namely, 'Wise Man.' 'Wise Man' wins the race, and the commission agent is duly paid. Can the earl recover from the agent the money won?" Mr. G. A. Bettinson opened on the affirmative, and was supported by Messrs. H. E. Wright, T. W. Walthall, C. Lakin Smith, and W. H. King. Mr. H. Cant led on the negative, and was followed by Messrs. C. E. Innes, G. A. Barton, J. H. Gilmer, and A. H. Adcock. On a vote being taken, the affirmative secured a majority of one.

## PENDING LEGISLATION.

## SOLICITORS AS MAGISTRATES.

A Bill to enable Practising Solicitors of the High Court of Justice to act as Justices in the county where they practise.

Whereas it is expedient to amend the law which declares attorneys, solicitors, and proctors in practice to be incapable of becoming or being justices of the peace for counties in which they practise and carry on the profession or business of an attorney, solicitor, or proctor:

Be it therefore enacted, &c.:

1. *Repeal of the disqualification of attorneys, solicitors, and proctors from being justices of the peace for counties* [From and after the passing of this Act, section 1 of the Act of the session holden in the thirty-fourth year of Her Majesty, chapter eighteen, is hereby repealed, and any attorney, solicitor, or proctor shall be capable of becoming or being a justice of the peace for any county in England or Wales although he shall practise and carry on the profession or business of an attorney, solicitor, or proctor in such county.

2. *Interpretation of "county."* For the purpose of this Act a person shall be deemed to practise and carry on his profession or business in the county in which he maintains an office or place of business; and the word "county" shall mean and include a county of a city or town and a riding or division of a county having a separate commission of the peace.

3. *Not to affect coroners* [Nothing in this Act contained shall affect coroners.

4. *Short title.* This Act may be cited as the Solicitors (Justices of the Peace) Act, 1889.

## LEGAL NEWS.

## OBITUARY.

Mr. HENRY BRET INCE, Q.C., died suddenly at his chambers in Old-square, Lincoln's-inn, on the 7th inst. in his fifty-ninth year. Mr. Ince was the eldest son of Mr. Edward Bret Ince, of Hampstead, and was born in 1830. He was in early life a Parliamentary reporter. He was called to the bar at the Inner Temple in Michaelmas Term, 1852, but he subsequently migrated to Lincoln's-inn. He gradually acquired a good junior business in the Court of Chancery, and he was for several years equity editor of the *Jurist*. In 1875 he received a silk gown from Lord Cairns. He was for several years a leader in the Rolls Court, and before Mr. Justice Chitty, but more recently he had practised in Mr. Justice Kay's court. Mr. Ince was M.P. for Hastings in the Liberal interest from 1883 till 1885, when he was returned for the Eastern Division of Islington. He supported Mr. Gladstone's Home Rule Bill, and at the General Election of 1886 he was defeated by Mr. Cowley Lambert. Mr. Ince was a bencher of Lincoln's-inn. He was married in 1862 to the daughter of Mr. Charles James Muggelidge, of Twickenham. On taking his seat in court on the morning of the 8th inst. Mr. Justice Kay said: "I am too much shaken and grieved at the intelligence which has reached me to give expression to my feelings. All the cases in which Mr. Ince was engaged will of course stand over."

Mr. JOHN BENJAMIN LEE, solicitor (of the firm of Lee, Bolton, & Lee), of 1, The Sanctuary, Westminster, and 5, Deans-court, Doctors'-commons, died on the 10th ult., in his seventy-ninth year. Mr. Lee was born in

1810. He was admitted a solicitor in 1834. He was at the time of his death in partnership with Mr. Thomas Bolton, and with his sons Messrs. Harry Wilmot Lee and Frederick Hugh Lee. Mr. H. W. Lee is registrar of the Charterhouse, high bailiff of the City of Westminster, and returning officer for the boroughs of the Strand and St. George's, Hanover-square. The deceased was chapter clerk and registrar and steward of the courts of St. Paul's Cathedral, and London secretary to the Bishop of Bath and Wells, and he was associated with Mr. H. W. Lee in the offices of registrar of the Diocese of London, and of secretary to the Archbishop of Canterbury, and to the Bishops of London, Winchester, Durham, Carlisle, Ely, Hereford, Norwich, Worcester, and Ripon. The *Times* says, "Mr. Lee has been concerned in almost every act of an ecclesiastical character during the last half century, and the fact of his holding his position under two successive primates and three successive Bishops of London during the years of the Church's most active expansion has made his name familiar, not in England only, but in connection with colonial dioceses and missionary bishoprics in every quarter of the world. His striking, and of late years venerable, figure has been familiar on every public occasion, while he has exercised for many years an influence quite without parallel in the business and administration of the Church. The late Archbishop Tait, when appointed to the see of London in 1858, was quick to recognize Mr. Lee's administrative powers, and to make use of his aid in all the organizations he set on foot in the metropolis. On his elevation to the primacy he retained the services of Mr. Lee, and the official link was cemented by a personal friendship which existed till the archbishop's death in 1882."

Mr. WILLIAM GRIFFITH, solicitor, of Dolgelly and Barmouth, died on the 4th ult. in his 80th year. Mr. Griffith was born in 1809. He was admitted a solicitor in 1834, and he had for many years conducted a large practice at Dolgelly and at Barmouth. His sons, Mr. William Newling Griffith, who was admitted a solicitor in 1870, and Mr. Robert John Griffith, who was admitted in 1875, were associated in partnership with him. Mr. Griffith was a Perpetual Commissioner for Merionethshire. He was Registrar of the Dolgelly County Court (Circuit No. 28) and Under-Sheriff of Merionethshire.

Mr. THOMAS TANDY, solicitor (of the firm of Hyde, Tandy, & Mahon), of 33, Ely-place, died on the 20th ult. from bronchitis. Mr. Tandy was born at Sherrington, Buckinghamshire, in 1828. He was educated at Christ's Hospital. He was articled to the late Mr. Hyde, of Ely-place. He was admitted a solicitor in 1854, and he shortly afterwards became a member of the firm of Hyde & Tandy. He was at the time of his death associated in partnership with Mr. William Henry Cortlandt Mahon. Mr. Tandy was buried at Sherrington on the 25th ult.

## APPOINTMENTS.

Mr. HADEN CORSER, barrister, has been appointed a Stipendiary Magistrate for the Metropolis in succession to Mr. Thomas Irwin Barstow, resigned. Mr. Corser is the only son of Mr. Charles Corser, solicitor, of Wolverhampton, and was born in 1845. He was educated at Christ Church, Oxford, where he graduated third class in Law and Modern History in 1869. He was called to the bar at the Middle Temple in Trinity Term, 1870, and he has practised on the Oxford Circuit and at the Staffordshire, Wolverhampton, Lichfield, and Walsall Sessions. He has been for some time recorder of the borough of Wenlock.

Mr. GILBERT GEORGE KENNEDY, barrister, has been appointed a Stipendiary Magistrate for the Metropolis, in succession to Mr. George Chance, resigned. Mr. Kennedy is the fourth son of Mr. John Kennedy, and was born in 1844. He was called to the bar at the Inner Temple, in Easter Term, 1870, and he has practised on the Midland Circuit and at the Lincolnshire, Nottinghamshire, and Derbyshire Sessions. Mr. Kennedy has been recorder of the borough of Grantham since 1883, and he has been for several years a revising barrister.

Mr. RICHARD DAWES, solicitor, of 9, Angel-court, Throgmorton-street, has been appointed by the High Sheriff of the county of London (Baron Alfred Charles de Rothschild) to be Under-Sheriff of that county for the ensuing year. Mr. Dawes is the son of the late Mr. Richard Dawes, solicitor. He was admitted in 1859.

Mr. WILLIAM RUSTON, solicitor (of the firm of Ruston, Clark, & Ruston), of 29, Essex-street, and of Brentford, Isleworth, Hounslow, Twickenham, and Ealing, has been appointed by the High Sheriff of the county of Middlesex (Colonel Edward John Stracey Clitherowe) to be Under-Sheriff of that county for the ensuing year. Mr. Ruston was admitted a solicitor in 1870. He is registrar of the Brentford County Court and clerk to the Twickenham and Ealing Local Boards.

Mr. JAMES ANSTREY WILD, jun., solicitor (of the firm of Wild, Barber, & Wild), of 10, Ironmonger-lane, has been elected Registrar of the City of London Court, in succession to the late Mr. Thomas Speechly. Mr. Wild is the son of Mr. James Anstrey Wild, solicitor, and was admitted a solicitor in 1878.

Mr. WILLIAM PEED, solicitor and notary, of Cambridge, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Mr. Thomas Richards Harding) to be Under-Sheriff of those counties for the ensuing year. Mr. Peed is clerk to the Lieutenantcy for Cambridgeshire. He was admitted a solicitor in 1864.

Mr. WILLIAM JOHN STEWART, solicitor, of Darlington and Spennymoor, has been appointed Solicitor to the Darlington Model Building Society. Mr. Stewart was admitted a solicitor in 1880.



Mr. HARRY JEWITT JORDAN, solicitor (of the firm of Morgan & Jordan), has been appointed Deputy-Coroner for the Stafford Division of Staffordshire. Mr. Jordan was admitted a solicitor in 1886.

Mr. PETER DELME AWDRY, solicitor, of Chippenham, has been appointed by the High Sheriff of Wiltshire (Mr. John Edmund Philip Spicer) to be Under-Sheriff of that county for the ensuing year. Mr. Awdry was admitted a solicitor in 1877.

Mr. ANTHONY TEMPLE, solicitor (of the firm of Temple & Philpin), of Kington, has been appointed by the High Sheriff of Herefordshire (Mr. Richard Green) to be Under-Sheriff of that county for the ensuing year. Mr. Temple was admitted a solicitor in 1858. He is registrar of the Kington County Court and clerk to the county magistrates and the Commissioners of Taxes.

Mr. GEORGE ROWLATT, solicitor (of the firm of Freer, Blunt, Rowlatt, & Winterton), of Leicester, has been appointed by the High Sheriff of Leicestershire (Mr. James Percival Cross) to be Under-Sheriff of that county for the ensuing year. Mr. Rowlatt is deputy-clerk of the peace for Leicestershire. He was admitted a solicitor in 1871.

Mr. SIDNEY HYDE TURNER, solicitor, of 69, Aldermanbury, E.C., and 18, Provost-road, South Hampstead, has been appointed a Commissioner to administer Oaths in the Supreme Court.

#### CHANGES IN PARTNERSHIPS. DISSOLUTIONS.

WILLIAM DRAWBRIDGE and JOSHUA ROWNTREE, solicitors (Drawbridge & Rowntree), Scarborough. May 1. The said William Drawbridge will from this date carry on the said business on his own account.

CRAWFORD BROWN LOGAN, HERBERT HENRY GIBBONS, and BENJAMIN ARKLE, the younger, solicitors (Logan, Gibbons, & Arkle), Liverpool. April 30. So far as regards the said Crawford Brown Logan, who retires from the firm. [*Gazette*, May 3.]

CHARLES FREDERICK BROWN and RICHARD WILLIAM JELF, solicitors (C. F. Brown & Co.), Birmingham. Dec. 2. The said Charles Frederick Brown will continue to carry on business at 30, Waterloo-street, Birmingham. Mr. Richard William Jelf will practise on his own account at 100, Colmore-row.

HOLCOMBE INGLEBY, ALFRED JOSEPH BOAK, and EDMUND ROYDS, solicitors (Goaling, Ingleby, Boak, & Royds), 7, Suffolk-place, Pall-mall East, London, S.W. March 28. As regards the said Alfred Joseph Boak.

RICHARD JONES and RICHARD BLACKETT JONES, solicitors (Richard Jones & Co.), 1, Lancaster-place, Strand, London. August 9, 1887. [*Gazette*, May 7.]

#### GENERAL.

The *Albany Law Journal* says that:—"The first section of a bill recently passed by the Nebraska Legislature reads: Section 1. It shall be unlawful for any person to fire off or discharge any pistol, revolver, shotgun, rifle or any firearms whatsoever on any public road or highway in any county of the State of Nebraska, or within sixty yards of such public road or highway, except to destroy some wild, ferocious and dangerous beast, or an officer in the discharge of his duty."

On the 2nd inst. in the House of Commons Mr. Aird asked the Secretary of State for the Home Department whether he could now state when the Government proposed to bring forward the Employers' Liability Bill. Mr. Matthews said, I am unable at present to name a day when it will be possible to bring forward the Employers' Liability Bill; but the earliest available opportunity will be taken. In reply to a further question by Mr. Ainslie, Mr. Matthews said, The Bill will be drawn on the Bill of last year.

On the 2nd inst. the Court of Common Council of London proceeded to the election of the registrar of the City of London Court, an office which has recently fallen vacant by the death of Mr. Thomas Speechly. The salary fixed was £1,000 a year. There were thirteen candidates, all solicitors of over ten years' standing. The list was first reduced to three—viz., Mr. T. G. Vickery, Mr. James Anstey Wild, and Mr. H. H. Myers. On the final ballot the election fell on Mr. Wild, who, in returning thanks, mentioned that at the time of the vacancy he only knew four members of the court, out of 230, and that his election, as a stranger to them, disproved the allegation that the corporation were a close borough.

At the London County Sessions on Thursday Francis Stevens pleaded guilty to an indictment charging him with stealing a coat belonging to Mr. Roche. Mr. Warburton, who appeared to prosecute, explained that there had been several robberies of overcoats, umbrellas, &c., at the Law Institution, and on the 17th of April Oliver, the porter, noticed the prisoner, who had been a solicitor's clerk, enter the library and walk out again with an overcoat hanging over his arm, although he was already wearing one. He was stopped, and it was found that the overcoat belonged to Mr. Roche, of Cloughton, Beulah-hill, a member of the society. Sir P. H. Edlin sentenced the prisoner to three months' imprisonment with hard labour for the offence and three months on another charge—six months in all.

On Monday the Lord Chancellor moved the second reading of the Factors' Bill, briefly explaining that the object of it was to correct an unforeseen result of a former alteration of the law which was never

intended to be applied to factors. The alteration was that which converted certain commercial documents into bills of sale within the meaning of the Act of 1878. The effect of this change had been seriously to entangle the law on the subject, and had made it desirable that there should be an authoritative exposition of what the law really is. He had received some communications approving of the Bill and suggesting certain amendments from the Association of Writers to the Signet, and also from a number of country bankers. The Bill was read a second time, and, on the motion of the Lord Chancellor, it was referred to the Standing Committee on Law.

On Tuesday, in the House of Commons, Mr. Cozens-Hardy moved that the Select Committee on the Trust Funds Investment Bill do consist of seventeen members:—Messrs. Bartley, W. Beckett, Biddulph, Bristowe, Clancy, Sir E. Clarke, Mr. Cozens-Hardy, Sir H. Davey, Messrs. M. Healy, S. Hoare, J. W. Lowther, F. Maclean, Montague, Oldroyd, Sir W. Plowden, Messrs. E. Stanhope and Tomlinson, with powers to send for persons, papers, and records; five to be a quorum. Sir G. Campbell asked whether the Government approved of the Committee. Mr. W. H. Smith said that the usual practice had been followed. Communications had passed between the two sides of the House. The hon. member was responsible in the first place, but undoubtedly the Government and the Opposition had had the usual influence with regard to the nomination, and as far as he could see the committee was specially well qualified for discharging the duty. The motion was agreed to.

The case mentioned by the Home Secretary in the House of Commons, involving the point whether the tenant of a public-house closed by the refusal of the justices to grant the transfer of the licence can sell under permission given by the Inland Revenue authorities, came before the Chester magistrates on Saturday. Samuel Richards, tenant of the Clock Vaults, whose application for transfer the justices had refused on the ground that the house was not of sufficient value, was summoned for selling drink without a licence. Mr. E. H. Lloyd, barrister, who appeared for the defence, proved that a document to the following effect had been issued:—*Re Clock Vaults*. The Commissioners of Inland Revenue order that pending the appeal their officers will not interfere with the sale of beer by the tenant in the above house." Mr. Lloyd argued that by the Act of 1872 and the Act of George IV. the tenant had the right to sell pending appeal. The chief constable argued that the provisions relied upon by Mr. Lloyd related to renewals, and not transfers. The magistrates fined Richards 20s. and costs. An appeal was granted.

On Monday, in the House of Commons, Mr. Coghill asked the Attorney-General whether he was aware of the great inconvenience that is caused by the practice prevailing in some counties of holding adjourned quarter sessions, and that at these adjourned quarter sessions there are frequently three or four times more prisoners to be tried than at the regular quarter sessions; whether the practice of holding adjourned quarter sessions was a contravention of the Act of 11 Geo. 4 and 1 Will. 4, c. 70, s. 35, which provides for the holding of quarter sessions four times a year; whether he would bring in a Bill this session to make the times of holding quarter sessions uniform in the different counties, to limit the number of such sessions to four in a year, and to enable the justices to fix the days for holding them at suitable dates immediately before the assizes are held; and whether, if the chairmen and deputy-chairmen of sessions and recorders of boroughs are to be called on to do the work which properly falls to the judges of the Queen's Bench Division, he will provide for their receiving some remuneration for the additional work cast upon them. The Attorney-General said:—"The information conveyed to me does not support the statement in the question of the hon. and learned member, that the holding of adjourned quarter sessions has been found to be seriously inconvenient. I have no doubt that the practice is legal and in accordance with the statutes. The matter is under the consideration of the Lord Chancellor, with a view to legislation for relieving the judges of assizes from trying quarter sessions prisoners without the necessity of increasing the number of quarter sessions, and I am in hopes that some legislation may be effected during the present session with that object. It would be beyond my province to deal with the question of remuneration referred to in the last paragraph of the hon. and learned member's question."

#### COURT PAPERS. SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, May .....	13 Mr. Lavie	Mr. Rolt	Mr. Beal
Tuesday .....	14 Pugh	Mr. Godfrey	Mr. Leach
Wednesday .....	15 Lavie	Mr. Rolt	Mr. Beal
Thursday .....	16 Pugh	Mr. Godfrey	Mr. Leach
Friday .....	17 Lavie	Mr. Rolt	Mr. Beal
Saturday .....	18 Pugh	Mr. Godfrey	Mr. Leach
Date.	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KREWEICH.
Monday, May .....	13 Mr. Clowes	Mr. Carrington	Mr. Pemberton
Tuesday .....	14 Koe	Mr. Jackson	Mr. Ward
Wednesday .....	15 Clowes	Mr. Carrington	Mr. Pemberton
Thursday .....	16 Koe	Mr. Jackson	Mr. Ward
Friday .....	17 Clowes	Mr. Carrington	Mr. Pemberton
Saturday .....	18 Koe	Mr. Jackson	Mr. Ward

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, May 3.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**AUTOMATIC MACHINE SYNDICATE LIMITED.**—By an order made by North, J., dated April 13, it was ordered that the syndicate be wound up. Westcott, Strand, solicitor for petners.  
**CENTRAL TRANSVAAL GOLD MINING CO., LIMITED.**—Stirling, J., has, by an order dated May 15, 1888, appointed Francis Joseph Saffery, 14, Old Jewry chhrs, to be official liquidator.  
**EAST RIDING CLUB AND RACECOURSE CO., LIMITED.**—Petn for winding up, presented May 1, directed to be heard before Kay, J., on Saturday, May 11. Corseille and Mossop, Quality Ct, Chancery lane, solicitors for petner.  
**LONDON RESTAURANTS, LIMITED.**—Kay, J., has, by an order dated Feb. 26, appointed Edward Moore, 3, Crosby sq. and Alexander Gordon, 27, Cheapside, to be official liquidators.  
**NATIONAL AGRICULTURAL HALL CO., LIMITED.**—North, J., has, by an order dated April 10, appointed Thomas Abercrombie Welton, 5, Moorgate st, to be official liquidator.  
**SCOTCH WHISKY DISTILLERS, LIMITED.**—Chitty, J., has fixed Tuesday, May 14, at 12.30, at his chambers, for appointment of official liquidator.  
**SOUTH WALES SKEETING CO., LIMITED.**—Chitty, J., has fixed Monday, May 13, at 11, at his chambers, for appointment of official liquidator.  
**THE STAMP CO., LIMITED.**—North, J., has fixed May 15, at 12, at his chambers, for appointment of official liquidator.

UNLIMITED IN CHANCERY.

**IRISH EXHIBITION IN LONDON.**—Stirling, J., has, by an order dated Feb. 4, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator.

*London Gazette.*—TUESDAY, May 7.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**SCHOTT BROTHERS, LIMITED.**—Petn for winding up, presented May 4, directed to be heard before Kay, J., on May 18. Williamson & Co., Sherborne lane, agents for England, Halifax, solicitor for petner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**"EDDERSIDE" SHIPOWNING CO., LIMITED.**—By an order made by Fox-Bristowe, V.C., dated April 30, it was ordered that the company be wound up. Sandys, Liverpool, solicitor for petner.

## FRIENDLY SOCIETIES DISSOLVED.

**CASTLE COMBE CO-OPERATIVE INDUSTRIAL SOCIETY, Castle Combe, Wilts.** May 4  
**WEST END ST. JAMES'S MUTUAL BENEFIT SOCIETY, Fountain Tap, New st, Golden sq.** May 4

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, April 23.

**ASHWORTH, MILES, Stacksteads, in Rossendale, Lancs, Woollen Manufacturer.** May 20. Roberts, Rochdale.  
**BATES, CHARLES, Bolton by Bowland, Yorks, Gent.** May 15. Robinson & Sons, Clitheroe.  
**CAMPBELL, EMILY PEMBOKE, St Andrew, Jamaica.** June 1. Cookson & Co, Lincoln's inn fields.  
**DARKE, HANNAH, Lancaster.** May 31. Swainson & Co, Lancaster.  
**EDGAR, FRANCES, Eagle House, Clapham common.** June 1. Bannister, Basinghall st.  
**HIBBERT, JOSEPH, Hyde, Chester, Solicitor.** May 20. Hibbert, Hyde.  
**INNES, CATHERINE ISABELLA, Hartlepool.** May 30. Ferrier, Hartlepool.  
**JOHNSON, ELIZABETH, Cambridge.** May 21. Johnson, Cambridge.  
**KEMP, CLARA, Cliffe, Lewes.** June 16. Hillman, Lewes.  
**MACKINNON, WILLIAM AUGUSTUS DANIEL, Ormsley Lodge, Ham Common, Major Berke Reg.** May 22. Bowlings & Co, Essex st.  
**MADDOCK, MARY ANN, Liscard, Chester.** June 15. Wright & Co, Liverpool.  
**MILLER, JANET ELEANOR, Rainhill, Lancs.** May 20. Smith, Liverpool.  
**MURRAY, ELIZABETH MONA, Milverton Hill, Leamington.** June 1. Bird & Moore, Gray's inn sq.  
**NOITAGE, WILLIAM, Thorley, Herts, Retired Farmer.** April 30. Tyson, Dalton in Furness.  
**PARKER, GEORGE, Lewisham, Esq. J.P.** Aug 1. Hughes & Co, Budge row.  
**PARKER, JANE, Sculcoates, Kingston upon Hull.** June 10. England & Co, Hull.  
**PARKER, JOHN, Sculcoates, Kingston upon Hull, Master Mariner.** June 10. England & Co, Hull.  
**RUTTER, WILLIAM, Sunderland, Cashier.** May 10. Burnicle, Sunderland.  
**SCRIVENER, DOROTHEA PIKE, Bryanston sq.** May 31. Taylor & Co, Field ct, Gray's inn.  
**WEBB, ELIZABETH, Southside, Clapham-common.** May 31. Bridger & Son, Temple chhrs, Falcon ct, Fleet st.  
**WILSON, SARAH ANDREW, Heaton Chapel, Lancs.** May 16. Mearns & Boyle, Liverpool.

*London Gazette.*—FRIDAY, April 26.

**BARRETT, EDWARD, Warrington, Grocer's Assistant.** May 11. Davies, Warrington.  
**BATT, WILLIAM PARKER, Poole, Gent.** May 25. Woolcombe & Son, Plymouth.  
**BIRD, MARY ANN, Alexander sq, Brompton.** June 5. Barnard & Co, Lincoln's inn fields.  
**BRIGHT, JOHN DAVIS, Plymouth, Retired Engineer R.N.** May 31. Rodd, jun, East Stonehouse.  
**BRYANT, HARRIET, Busby pl, Camden rd.** June 7. Adams, Finsbury circus.  
**CHESTER, ANN, Osweston, Lincoln.** July 1. Iveson & Son, Gainsborough.  
**COOPER, ELIZABETH, Shirley, Hants.** May 31. Eldridge & Sons, Newport, Isle of Wight.  
**DUBRELY, WILLIAM, Gt Staughton, Hunts, Esq.** May 25. Fowler, Huntingdon.  
**EGLINGTON, JOHN, Woodvale rd, Dulwich, Gent.** May 25. Baker & Co, Cannon street.  
**FENNER, NATHANIEL JOHN, Bishopsgate st Within, Oil Merchant.** June 24. Taylor & Co, Gt James st, Bedford row.  
**GARD, EDWARD ORAM, Stoke, Devonport, Solicitor.** June 8. Gard, Devonport.

**HARVEY, WICKHAM TALBOT, Parkhurst, I W, Governor H.M. Convict Prison at Parkhurst.** June 7. Arnold & Co, Carey st.  
**HEARN, PATRICK, Gray's inn rd, Cab Proprietor.** June 8. Lindus & Bicknell, Chesapeake.  
**HINCHLIFE, JAMES, Holmebridge, nr Holmfirth, Yorks, Innkeeper.** June 18. Heeley & Marshall, Holmfirth.  
**HOPWOOD, GEORGE, Egyptian st, Bolton.** April 30. Windus, Bolton.  
**HORRAX, CHARLES, Ambleside, Westmorland, Bobbin Manufacturer.** June 1. Gately, Ambleside.  
**HOULTON, FRANCIS, Farleigh Castle, nr Bath.** June 5. Marson & Son, Southwark Bridge rd.  
**KAY, SCHOFIELD, Kersley, Lancs, Farm Bailiff.** May 18. Balshaw & Hodgkinson, Bolton.  
**KENNEDY, WILLIAM, Collingham pl, South Kensington.** May 31. Hughes & Co, New Broad st.  
**KERSHAW, ROBERT, Audenshaw, Ashton under Lyne, Cattle Dealer.** May 18. Fowler, Ashton under Lyne.  
**KINDON, JAMES, Addiscombe, Croydon, Gent.** May 24. Rowlands & Hutchinson, Croydon.  
**SEMARK, CLARA ELIZABETH, Tunbridge Wells.** May 20. Stone & Co, Tunbridge Wells.  
**SHATTOCK, PERCY HARVEY, Wallington, Surrey, Esq.** May 7. Layton, St. Helen's pl.  
**SPANFORTH, JANE, Le Haras, Angers, France.** July 1. McMillin, Bloomsbury sq.  
**SPELLER, EDWARD, Hither green, Lewisham, Farmer.** June 1. Howard & Shelton, Tower chhrs, Moorgate.  
**SUTTON, MARY ANNE, Farmers rd, Camberwell, Marine Store Dealer.** May 31. Tilling, Devonshire chhrs.  
**THOMPSON, MATTHEW, College House, Southgate.** June 1. Pritchard & Co, Painter's Hall, Little Trinity lane.  
**TIDMAN, PAUL FREDERICK, Leadenhall st, East India Merchant.** May 30. Baker & Co, Cannon st.  
**TOMLINSON, MARY, Chorney, nr Lichfield.** June 7. Barnes & Son, Lichfield.  
**TOPE, HANNAH HALL, Torquay, Dressmaker.** September 1. Lindop, Torquay.  
**TOWNE, ALBERTINA AUGUSTA, Margate.** June 12. Wragg, Great St Helen's.  
**VEAL, CALER, New rd, Whitechapel, Laundryman.** May 20. Hindson-Miller & Vernon, Moorgate st.  
**WATKINS, ANN, Chacombe, Northampton.** May 24. Kilby & Macs, Banbury.  
**WILLIAMS, DAVID, Holloway, Mercer rd, Manufacturers' Agent.** June 1. Lovell, Finsbury sq.  
**WOOLLEY, SAMUEL, Codnor, Derby, Farmer.** May 15. Peake, Ripley.  
**YOUNG, EDWARD, Bournemouth, Esq. J.P.** June 7. Cross, Liverpool.

*London Gazette.*—TUESDAY, April 30.

**ANDREWS, WILLIAM, Norwich, Soap Manufacturer.** June 1. Miller & Co, Norwich.  
**BEATTIE, ALEXANDER, Kingston Hill, Ham, Esq.** June 1. Beattie, New Broad street.  
**BULEY, ELIZABETH, Barfrestone, Kent.** May 11. E. W. & V. Knocker, Dover.  
**BUTLER, ANNE, Newmarket St Mary, Suffolk.** May 24. Fenn & Co, Newmarket.  
**BUTTERWORTH, JAMES, Oakenshaw, Birstall, Yorks, out of business.** June 1. Clough, Cleckheaton.  
**CUNNINGHAM, JAMES, Workington, Cumberland, Gent.** May 25. Plummer, Cockermouth.  
**EVANS, WILLIAM, South Walsham St Lawrence, Norfolk, Builder.** May 21. Preston & Son, Norwich.  
**FROSTICK, WILLIAM, Westgate on Sea, Isle of Thanet, Builder.** June 29. Tassell & Son, Faversham.  
**GRAY, SARAH, Barking, Essex, Licensed Victualler.** June 1. Layton & Co, Budge row.  
**HARRISON, JOSEPH, Leicester, Gent.** June 11. Poynton, Birmingham.  
**HARTLEY, EDMUND, Wardle, Rochdale, Yeoman.** May 31. Beldon & Ackroyd, Bradford.  
**HEISER, CHRISTIAN LEWIS, Seven Sisters' rd, Holloway, Baker.** May 31. J. & R. Golf, Lime st.  
**INGRAM, WALTER HERBERT, St George's pl, Hyde Park Corner, Gent.** May 20. Inglefiew & Co, St Benet's chhrs, Fenchurch st.  
**JREYES, HARRIETTE AMELIA, Dermody rd, Lewisham.** May 24. Sandom & Co, Gracechurch st.  
**JONES, WILLIAM, Grasmere, Worthing, Gent.** May 25. Neave, Friday st, Cheapside.  
**LANGFORD, ANNE, Ellesmere, Salop.** May 8. Salter & Giles, Ellesmere.  
**LINLEY, EMILY, Treton Rectory, nr Rotherham.** June 29. Wake & Co, Sheffield.  
**MANLEY, Major ROBERT GEORGE, Atherton, Warwick.** June 15. Longbourne & Co, Lincoln's inn fields.  
**NASH, MARY, Reading.** May 21. Newman, Reading.  
**OXENDALE, CHRISTOPHER, Leeds, Tailor.** June 1. Dawson & Chapman, Leeds.  
**PARSONS, ELIZABETH, Royal avenue, King's rd, Chelsea.** June 1. Field & Co, Lincoln's inn fields.  
**PHILLIPS, GEORGE PAIOR, Cleveland, Ohio, U.S.A., Printer.** May 25. Thompson, Skipton, Yorks.  
**PROUDLOVE, JOHN, Huncoate, Lancs.** June 1. Sutcliffe & Sons, Burnley.  
**READE, MARY LOUISA, Atlingworth st, Brighton.** June 15. Cooper & Williams, Brighton.  
**RUSSELL, ROBERT, Newcastle upon Tyne, Gent.** June 6. Dickinson & Miller, Newcastle upon Tyne.  
**SELIGMANN, HERMANN, Gt Winchester st, Wine Merchant.** June 6. Lindo & Co, Coleman st.  
**STARLING, MATTHEW JAMES, Grove rd, Sutton, Gent.** July 1. Thompson & Groom, Raymond bldes, Gray's inn.  
**TELFER, JOHN, Newcastle upon Tyne, Tobacco Manufacturer.** June 6. Dickinson & Miller, Newcastle upon Tyne.  
**WATSON, EDWARD SPENCER, Sharnbrook, Beds, Esq.** June 25. Farrer & Co, Lincoln's inn fields.  
**WHILE, JAMES, Netherton, nr Dudley, Gent.** May 27. Davies, Dudley.  
**WILLIAMS, ISABELLA ANNE, Chislehurst.** June 4. Tucker, jun, Bridport, Dorset.  
**WOOD, FREDERICK USHER, Port Elizabeth, Cape of Good Hope, Railway Station Agent.** May 6. Fodd & Co, Chancery lane.  
**WOODFORD, HENRY, David st, Baker st.** May 30. Bell, Hungerford rd, Camden road.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]



## BANKRUPTCY NOTICES.

London Gazette—TUESDAY, May 3.

## RECEIVING ORDERS.

BAKER, HENRY, Fisherton Anger, Salisbry, Cattle Dealer Salisbry Pet April 15 Ord April 30  
 BURLAY, GEORGE ARTHUR, Huddersfield, Tailor Huddersfield Pet May 1 Ord May 1  
 COLE, ARTHUR, Southsea, Lodging house Keeper Portsmouth Pet April 27 Ord April 27  
 COLLINS, ABRAHAM, Bristol, Money Lender Bristol Pet April 18 Ord April 20  
 COOK, WILLIAM, Wimborne, Dorset, Outfitter Poole Pet April 18 Ord May 1  
 COSGROVE, SAMUEL, Macclesfield, formerly Joiner Macclesfield Pet April 29 Ord April 30  
 DAVIES, GRIFFITH, Swansea, Licensed Victualler Swansea Pet April 30 Ord April 30  
 DAVIES, HENRY, Swansea, Grocer Swansea Pet April 30 Ord April 30  
 DELHAYE, AUGUSTINE, Higher Broughton, Manchester, Schoolmistress Salford Pet April 30 Ord April 30  
 ELDER, PETER, Kingston upon Hull, Fish Curer Kingston upon Hull Pet April 30 Ord April 30  
 EVANS, EMILY, Derby, Licensed Victualler Derby Pet April 29 Ord April 29  
 FANCOTT, WILLIAM HENRY, Coventry, Butcher Coventry Pet April 30 Ord April 30  
 FISHER, HENRY, Leeds, Grocer Leeds Pet April 29 Ord April 29  
 FOORD, FREDERICK WILLIAM, Estcourt rd, Wandsworth common, Potato Salesman High Court Pet April 30 Ord April 30  
 GRANT, ALFRED THOMAS, ONESIMUS WILLIAMS GRANT, and MARY WILLIAMS GRANT, Little Queen st, Holborn, Furniture Dealers High Court Pet April 29 Ord April 29  
 GREATORREX, WILLIAM, Leicester, Boot Manufacturer Leicester Pet April 15 Ord April 26  
 HELLIER, WILLIAM HENRY, East Budleigh, Devon, Farmer Exeter Pet April 30 Ord April 30  
 HOLDWAY, ISAAC, Swansea, Wood Turner Swansea Pet April 30 Ord April 30  
 HUGHES, ALFRED W., Liverpool, Book keeper Liverpool Pet April 16 Ord April 30  
 HUNT, EDWARD, Ryde, I. W., Cabinet Maker Ryde Pet April 29 Ord April 29  
 HUTCHINSON, RICHARD, Leeds, Coach Spring Maker Leeds Pet May 1 Ord May 1  
 LEWIN, DAVID, Manchester, Restaurant Proprietor Manchester Pet April 3 Ord May 1  
 JACKSON, ROBERT, Batley, Yorks, Tobaccoist Dewsbury Pet April 29 Ord April 29  
 JOHNSON, EDWARD PELLIER, Half Moon st, Piccadilly, late Captain of 9th Lancers High Court Pet Nov 16 Ord May 2  
 LAMB, FRANCIS, Bedford row, Solicitor High Court Pet April 9 Ord May 1  
 MITCHELL, GEORGE, Candahar rd, Battersea, Mason Wandsworth Pet April 30 Ord April 30  
 POOL, JOHN HINCKES, Coalville, Leics, Farmer Leicester Pet April 27 Ord April 27  
 RAMSDEN, JOHN, Farsley, nr Bradford, Tripe Hawker Bradford Pet May 1 Ord May 1  
 REYNOLDS, HENRY, Birmingham, Somerset, Wine Merchant Bridgewater Pet April 30 Ord April 30  
 STEPHENS, HENRY, Nantwich, Butcher Nantwich Pet April 30 Ord April 30  
 STEWART, THOMAS WARD, Newcastle on Tyne, Solicitor Newcastle on Tyne Pet April 30 Ord April 30  
 THERLKELD, THOMAS, East Brownrigg, Lazonby, Cumb, Farmer Carlisle Pet May 1 Ord May 1  
 TIMPSON, ISAAC, Leicester, Commercial Traveller Leicester Pet April 29 Ord April 29  
 TOON, GEORGE EZRA, Leicester, Retailer of Milk Leicester Pet April 30 Ord April 30  
 TUCK, ARTHUR, Hadleigh, Essex, Farmer Chelmsford Pet April 15 Ord April 30  
 TURNBULL, THOMPSON, Sheffield, Provision Merchant Sheffield Pet May 1 Ord May 1  
 TUBON, WILLIAM, Bamber Bridge, Lancs, Clogger Preston Pet April 18 Ord April 30  
 WAITE, GEORGE, Stockport, Tailor Stockport Pet April 29 Ord April 29  
 WARD, JAMES RICHARD, Madeley, Salop, Grocer Madeley Pet May 1 Ord May 1  
 WOODRUFF, JAMES MORRIS, Chichester, Grocer Brighton Pet April 29 Ord April 29

The following amended notice is substituted for that published in the London Gazette of March 29.  
 CUTTS, HENRY, Nottingham, Timber Merchant Nottingham Pet March 26 Ord March 26

The following amended notice is substituted for that published in the London Gazette of April 26.

BRADBURN, WILLIAM HENRY, Brockhurst, Church Stretton, Salop, Land Agent's Assistant Shrewsbury Pet April 24 Ord April 24

## FIRST MEETINGS.

BAKER, HENRY, Fisherton Anger, Wilts, Cattle Dealer May 14 at 3.30 Off Rec, Salisbry  
 BARNES, FRANCIS, Watlington, Oxfordshire, Baker May 11 at 3, 1 St Aldates, Oxford  
 CALVERT, WRIGHT, North Ormesby, Middleboro', Licensed Victualler May 21 at 3 Off Rec, 8, Albert rd, Middleboro'  
 COLY, ARTHUR, Southsea, Lodging House Keeper May 13 at 3.30 166, Queen st, Portsea  
 COLLINS, ABRAHAM, Bristol, Money Lender May 13 at 3.30 Off Rec, Bank chmrs, Bristol  
 COSGROVE, SAMUEL, Macclesfield, Builder May 13 at 11 Off Rec, 23, King Edward st, Macclesfield

DELHAYE, AUGUSTINE, Higher Broughton, Manchester, Schoolmistress May 13 at 11 Off Rec, Ogden's chmrs, Bridge st, Manchester  
 DIX, WILLIAM, Nottingham, Grocer May 11 at 11 Off Rec, 1, High pavement, Nottingham  
 EVANS, EMILY, Derby, Licensed Victualler May 10 at 3 Off Rec, St James's chmrs, Derby  
 EVANS, HARRY, Lancaster, Builder May 24 at 2 Off Rec, 14, Chapel st, Preston  
 FROST, ALFRED, Chryssell rd, Brixton May 14 at 12 33, Carey st, Lincoln's inn  
 GREATORREX, WILLIAM, Leicester, Boot Manufacturer May 10 at 3 Off Rec, 24, Friar ln, Leicester  
 GREEN, SAMUEL, Sudbury, Suffolk, Ironmonger May 14 at 2 Rose and Crowe Inn, Sudbury  
 HATFIELD, JAMES, Manor st, Clapham, Builder May 14 at 11 33, Carey st, Lincoln's inn  
 HELLIER, WILLIAM HENRY, East Budleigh, Devon, Farmer May 14 at 11 Off Rec, 13, Bedford circus, Exeter  
 HOOPER, JAMES, Bath, Fishmonger May 13 at 1 Off Rec, Bank chmrs, Bristol  
 LINZEE, JOHN, Trowbridge, Wilts, Builder May 13 at 1.15 Off Rec, Bank chmrs, Bristol  
 LUBBOCK, CHARLES, WESTERN, Nevern sq, Earl's ct, Gent May 14 at 12.30 Bankruptcy bldgs, Lincoln's inn  
 MORGAN, SAMUEL, Sittingbourne, Kent, Pig Dealer May 13 at 11 Off Rec, High st, Rochester  
 NORTHCOTT, JOSEPH, Laird, Devon, Purveyor of Milk May 10 at 11 10, Atheneum ter, Plymouth  
 OWEN, JOHN, Bath, Bootmaker May 13 at 12.30 Off Rec, Bank chmrs, Bristol  
 PERRY, ALBERT JOSEPH, Fishponds, Glos, Shoe Manufacturer May 13 at 12 Off Rec, Bank chmrs, Bristol  
 POOL, JOHN HINCKES, Whitwick, Leics, Farmer May 14 at 12.30 Off Rec, 28, Friar lane, Leicester  
 RACE, RICHARD, Stockton on Tees, Builder May 15 at 11 Off Rec, 8, Albert rd, Middlesborough  
 SHORSMITH, JOHN KING, Leeds, Assistant at Coffee Tavern May 10 at 11 Off Rec, 22, Park row, Leeds  
 SPENCE, WILLIAM, Adelaide rd, Surbiton, Mercantile Clerk May 10 at 11 16 Room, 30 and 31, St Swithin's lane  
 STEWART, THOMAS WARD, Newcastle on Tyne, Solicitor May 14 at 2.30 Off Rec, Pink lane, Newcastle on Tyne  
 STONEHAM, WILLIAM JOHN, late of Austin Friars May 14 at 2.30 33, Carey st, Lincoln's inn  
 THERLKELD, THOMAS, East Brownrigg, Lazonby, Cumb, Farmer May 15 at 1 Off Rec, 34, Fisher st, Carlisle  
 WAITE, GEORGE, Stockport, Tailor May 14 at 11.30 Off Rec, County chmrs, Market pl, Stockport  
 WARD, JAMES RICHARD, Madeley, Salop, Grocer May 15 at 11.10 County Court Offices, Madeley  
 WILLIAMS, GEORGE THOMAS, Birmingham, Gas Engineer May 21 at 11 25, Colmore row, Birmingham  
 WILLICOMBE, ARTHUR, Tunbridge Wells, Builder May 10 at 2.30 Sweetser & Reeves, Mount Pleasant, Tunbridge Wells  
 WOODRUFF, JAMES MORRIS, Chichester, Grocer May 11 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette of April 30.

JONES, GRIFFITH, Bangor, Coal Merchant May 10 at 2.30 Bankruptcy Office, Crypt chmrs, Chester

## ADJUDICATIONS.

ARNETT, HARRY JOHN, Oxford, Builder Oxford Pet April 1 Ord April 30  
 BRADBURN, WILLIAM HENRY, Brockhurst, Church Stretton, Salop, Land Agent's Assistant Shrewsbury Pet April 24 Ord April 30  
 BURLAY, GEORGE ARTHUR, Huddersfield, Tailor Huddersfield Pet May 1 Ord May 1  
 CLEGG, JAMES HARGREAVES FARRAR, Halifax, Commission Agent Halifax Pet April 17 Ord April 30  
 COLE, ARTHUR, Southsea, Lodging House Keeper Portsmouth Pet April 27 Ord April 27  
 CORBETT, WALTER, Richard, Wellington, Salop, Printer Madeley Pet April 25 Ord April 30  
 COSGROVE, SAMUEL, Macclesfield, Builder Macclesfield Pet April 29 Ord April 29  
 DAVIDSON, GEORGE, Runcorn, Porkbutcher Warrington Pet April 25 Ord April 29  
 DAVIES, HENRY, Swansea, Grocer Swansea Pet April 30 Ord April 30  
 DELHAYE, AUGUSTINE, Higher Broughton, Manchester, Schoolmistress Salford Pet April 29 Ord April 30  
 EVANS, EMILY, Derby, Licensed Victualler Derby Pet April 29 Ord April 29  
 EVANS, HARRY, Lancaster, Builder Preston Pet April 29 Ord April 30  
 FISHER, HENRY, Leeds, Grocer Leeds Pet April 29 Ord April 29  
 GRAY, HENRY HUMPHREY, Margate, Upholsterer's Assistant Canterbury Pet Mar 11 Ord April 29  
 HELLIER, WILLIAM HENRY, East Budleigh, Devon, Farmer Exeter Pet April 30 Ord April 30  
 HENVILLE, CHARLES, Southampton, Grocer Southampton Pet April 12 Ord April 29  
 HIPWELL, JOHN TEBBS, Lutworth, Auctioneer Leicester Pet March 21 Ord April 30  
 HOLDWAY, ISAAC, Swansea, Wood Turner Swansea Pet April 30 Ord May 1  
 HUNT, EDWARD, Ryde, I. W., Cabinet Maker Ryde Pet April 29 Ord April 29  
 HUTCHINSON, RICHARD, Leeds, Coach Spring Maker Leeds Pet May 1 Ord May 1  
 JACKSON, ROBERT, Batley, Yorks, Tobaccoist Dewsbury Pet April 29 Ord April 29

JONES, JOHN, Robertsford, nr Shrewsbury, Farmer Shrewsbury Pet April 12 Ord May 1  
 LINZEE, JOHN, Trowbridge, Wilts, Builder Bath Pet April 24 Ord May 1  
 NORTHCOTT, JOSEPH, Laird, Devon, Purveyor of Milk East stonehouse Pet April 17 Ord April 29  
 PAXMAN, GEORGE, Small Heath, Birmingham, Grocer Birmingham Pet April 12 Ord April 30  
 PAYNE, JOHN, Plaistow, Essex, Oilman High Court Pet April 12 Ord April 30  
 POOL, JOHN HINCKES, Whitwick, Leicestershire, Farmer Leicester Pet April 27 Ord April 27  
 RAMSDEN, JOHN, Farsley, nr Bradford, Tripe Hawker Bradford Pet May 1 Ord May 1  
 ROBERTS, WILSON MOORSOM, Purley, Surrey, Gent Ipswich Pet Jan 21 Ord April 24  
 SAMUEL, HANNAH, Holloway rd, Ironmonger High Court Pet March 27 Ord May 1  
 SOMERVILLE, THOMAS TOWNSEND, Grimsthorpe, Sheffield, Surgeon Sheffield Pet March 12 Ord April 29  
 STEWART, THOMAS WARD, Newcastle on Tyne, Solicitor Newcastle on Tyne Pet April 30 Ord April 30  
 THERLKELD, THOMAS, East Brownrigg, Lazonby, Cumberland, Farmer Carlisle Pet May 1 Ord May 1  
 TOON, GEORGE EZRA, Leicester, Retailer of Milk Leicester Pet April 30 Ord May 1  
 TURNBULL, THOMPSON, Sheffield, Provision Merchant Sheffield Pet May 1 Ord May 1  
 WAITE, GEORGE, Stockport, Tailor Stockport Pet April 29 Ord April 29  
 WARD, JAMES RICHARD, Madeley, Salop, Grocer Madeley Pet April 30 Ord May 1  
 WOOD, JOSEPH, Greenland, nr Halifax, Tailor Halifax Pet April 5 Ord May 1  
 WOODRUFF, ALBERT JOHN, Hungerford, Berks, Grocer Newbury Pet March 27 Ord April 1  
 WOODRUFF, JAMES MORRIS, Chichester, Grocer Brighton Pet April 29 Ord April 29

The following amended notice is substituted for that published in the London Gazette of March 29.

CUTTS, HENRY, Nottingham, Timber Merchant Nottingham Pet March 26 Ord March 27

London Gazette.—TUESDAY, May 7.

## RECEIVING ORDERS.

APPLETON, SAMUEL, Hey Mills, nr Birmingham, Draper Birmingham Pet April 12 Ord May 1  
 BAILEY, JONATHAN, Dewsbury, Commercial Traveller Dewsbury Pet May 4 Ord May 4  
 CARL, JOHN WILLIAM, Lowestoft, Pawnbroker Gt Yarmouth Pet April 15 Ord May 2  
 CHAPPELL, JOHN HENRY, Cardiff, Musical Instrument Dealer Cardiff Pet April 29 Ord May 3  
 COBBET, H. J., Roxeth, Harrow, Grocer St Albans Pet April 6 Ord May 3  
 COOMBS, HENRY, Chesnut rd, Plumstead, Builder Greenwich Pet April 13 Ord April 13  
 COULSON, JOHN, Hexham, Innkeeper Newcastle on Tyne Pet May 4 Ord May 4  
 CROWLEY, WILLIAM MARK, Patishtall, Northamptonshire, Builder Northampton Pet May 2 Ord May 2  
 DAVIS, WILLIAM SOLOMON, Stourbridge, Wore, Glass Manufacturer Stourbridge Pet April 9 Ord April 26  
 DIXON, JOHN WILLIAM, New Cleve, Lincs, Fisherman Gt Grimsby Pet May 2 Ord May 2  
 DIXON, WILLIAM, Evenwood Gate, nr West Auckland, Durham, Butcher Durham Pet April 28 Ord April 28  
 DOUGHTY, ROBERT WILLIAM, Cheapside, Commission Agent High Court Pet May 1 Ord May 4  
 GARNISS, THOMAS JAMES, North Cherton, Bath, Gent Yeovil Pet March 27 Ord April 26  
 GRACE, HENRY, Wakefield, late Cab Proprietor Wakefield Pet May 3 Ord May 3  
 HAMMILL, ALFRED, Hunslet, Leeds, Labourer Leeds Pet May 2 Ord May 2  
 HARTBRIDGE, EMMA JANE, Merrick sq, Trinity st, Borough, Fruit Saleswoman High Court Pet April 16 Ord May 3  
 HOLLAND, EDWARD, Gloucester, Innkeeper Gloucester Pet May 3 Ord May 3  
 KING, JACOB, Whitechapel rd, Leather Merchant High Court Pet May 2 Ord May 2  
 LARKIN, JAMES, Taunton, Draper Taunton Pet May 3 Ord May 3  
 LAWRENCE, JOHN, Ridge rd, Hornsey, Commercial Clerk High Court Pet May 4 Ord May 4  
 LOCK, JAMES, Nassington, Northamptonshire, Agricultural Machine Owner Peterborough Pet May 3 Ord May 3  
 LUFTON, FREDERICK CHARLES, Ballater rd, Acre lane, Brixton, Clerk in the G. P. O. High Court Pet May 2 Ord May 2  
 MANN, JOHN, Cowper st, St Luke's, Enamel Paper Manufacturer High Court Pet April 10 Ord May 4  
 MARSDEN, ROBERT, Thackley, Idle, Yorks, Innkeeper Bradford Pet May 3 Ord May 3  
 MARSH, F. C., Howard st, Strand, Shipping Agent High Court Pet Jan 15 Ord May 3  
 MCGRIGOR, JAMES, Seaton, nr Uppingham, Rutland, Clerk in Holy Orders Leicester Pet April 18 Ord May 2  
 MCMASTER, THOMAS, Newcastle on Tyne, Travelling Draper Newcastle on Tyne Pet April 16 Ord May 2  
 MITCHELL, ROBERT BRIGHTMORE, Sheffield, Journalist Sheffield Pet April 10 Ord May 4  
 MOORE, E. E., Mecklenburgh sq, Architect High Court Pet April 6 Ord May 4

MORETON, WILLIAM ROBERT, Rugby, formerly Book-seller Southampton Pet May 2 Ord May 2  
 MORRIS, THOMAS, Dolgelly, Merioneth, Builder Aberystwyth Pet April 11 Ord May 3  
 NEVILLE, FREDERIC, Willersley, Glos, Clerk in Holy Orders Worcester Pet May 4 Ord May 4  
 O'NEIL, JOHN, Mold, Fish Dealer Chester Pet May 4 Ord May 4  
 PARKIN, ISAAC, Sheffield, Journeyman Blacksmith Sheffield Pet May 3 Ord May 3  
 PATRICK, THOMAS, Gloucester rd, Kensington, Coffee house keeper High Court Pet May 4 Ord May 4  
 RUSSELL, GEORGE, Leeds, Boot Manufacturer Leeds Pet April 25 Ord May 2  
 SAINT, WILLIAM, High st, Croydon, Tailor Croydon Pet May 1 Ord May 1  
 SEMARK, JOHN, Wrotham, Kent, Grocer Tunbridge Wells Pet May 3 Ord May 3  
 STAFFORD, JOHN, WOODACRE, and WILLIAM STAFFORD, Glengall rd, Old Kent rd, Box Makers High Court Pet May 3 Ord May 3  
 TAYLOR, JAMES GEORGE ELLIFF, and FREDERICK TAYLOR, Quicks rd, Wimbledon, Builders Kingston, Surrey Pet April 30 Ord April 30  
 THOMAS, MORGAN, Glyncymmer, Llangynwyd, Glam, Farmer Neath Pet May 3 Ord May 3  
 THORP, EDWARD, Worcester, Yardsmen at Gasworks Worcester Pet May 4 Ord May 4  
 TRICKY, WILLIAM, Rainham, nr Rochester, Butcher Rochester Pet April 17 Ord May 2  
 TUCKER, EDWIN, Bristol, Importer of Sponge Bristol Pet May 4 Ord May 4  
 VAUGHAN, NATHANIEL, Eliot cottages, Blackheath, late Builder Greenwich Pet April 27 Ord April 27  
 VEASEY, JOHN, Horncastle, Lincs, Miller Lincoln Pet May 3 Ord May 3  
 VERNON, MARK, Northampton, Shoe Manufacturer Northampton Pet April 24 Ord April 24  
 WEBB, JOHN, Chorlton upon Medlock, Manchester, Pinafore Manufacturer Manchester Pet April 12 Ord May 3  
 WICKS, WALTER HUGH, Richmond, Surrey, Tailor Wandsworth Pet April 15 Ord May 2

## FIRST MEETINGS.

BALL, H., Villiers rd, Willesden lane, Builder May 21 at 11 33, Carey st, Lincoln's inn  
 BASKET, FREDERIC DUNCAN, Northend rd, West Kensington, Dairyman May 21 at 1 33, Carey st, Lincoln's inn  
 BENSON, GEORGE WILLIAM, Gt Portland st, Chemist May 17 at 2 30 33, Carey st, Lincoln's inn  
 BOULTER, RICHARD, Ebury st, Fimlico, Bootmaker May 17 at 12 33, Carey st, Lincoln's inn  
 BRIDGE, HENRY, Eastbourne, House Agent May 15 at 3 Coles & Carr, Seaside rd, Eastbourne  
 BROOKS, ALFRED, Gough sq, Fleet st May 21 at 12 33, Carey st, Lincoln's inn  
 BURLEY, GEORGE ARTHUR, Huddersfield, Tailor May 15 at 11 Haigh & Son, Solicitors, New st, Huddersfield  
 CLARKE, HENRY BERGER, Mincing lane, Chemical Merchant May 17 at 11 33, Carey st, Lincoln's inn  
 COOK, WILLIAM, Wimbome, Dorset, Outfitter May 15 at 2 30 Off Rec, Salisbury  
 COOMBS, HENRY, Chesnut rd, Plumstead, Builder May 14 at 3 119, Victoria st, Westminster  
 CORRELL, CHARLES ALBERT EDMOND, Heddon st, Regent st, Foreign Warehouseman May 21 at 2 30 33, Carey st, Lincoln's inn  
 COULSON, JOHN, Hexham, Innkeeper May 16 at 3 Off Rec, Pink lane, Newcastle on Tyne  
 DAVIDSON, GEORGE, Runcorn, Pork Butcher May 17 at 11 15 Court House, Upper Bank st, Warrington  
 DAVIES, GRIFFITH, Swansea, Licensed Victualler May 14 at 11 30 Off Rec, 6, Rutland st, Swansea  
 DAVIES, HENRY, Swansea, Grocer May 14 at 12 Off Rec, 6, Rutland st, Swansea  
 FAGGE, FREDERIC WILLIAM, St Stephen's chmbrs, Moorgate st, Stockbroker May 16 at 11 33, Carey st, Lincoln's inn  
 FANCOTT, WILLIAM HENRY, Coventry, Butcher May 15 at 10 Off Rec, 17, Hertford st, Coventry  
 FISHER, HENRY, Leeds, Grocer May 15 at 12 Off Rec, 52, Park row, Leeds  
 FOSTER, HENRY, Ashford, Kent, Watchmaker May 14 at 3 Saracen's Head Hotel, Ashford  
 FOSTER, KATE, Store st, Tottenham ct rd, Licensed Victualler May 15 at 11 Bankruptcy bldgs, Lincoln's inn  
 GAILLENGA, GUY HARDWIN, Aldershot, Captain in the Army May 14 at 11 No 16 Room, 30 and 31, St Swin's lane  
 GARNISS, THOMAS JAMES, North Cheriton, Bath, Gent May 16 at 3 Off Rec, Salisbury  
 GAZARD, JOSEPH, Cardiff, Saddler May 14 at 3 Off Rec, 29, Queen st, Cardiff  
 HAMMILL, ALFRED, Hunslet, Leeds, Labourer May 16 at 3 Off Rec, 32, Park row, Leeds  
 HANBURY, Captain the Hon SPENCER, Lower Grosvenor pl May 15 at 12 Bankruptcy bldgs, Lincoln's inn  
 HOLDWAY, ISAAC, Swansea, Wood Turner May 14 at 11 Off Rec, 6, Rutland st, Swansea  
 HUNT, EDWARD, Ryde, I W, Cabinet Maker May 15 at 2 Holyrood chmrs, Newport, I W  
 JACKSON, ROBERT, Batley, Yorks, Tobacconist May 14 at 3 Off Rec, Bank chmbrs, Batley  
 LARKIN, JAMES, Taunton, Draper May 14 at 12 15 George and Railway Hotel, Victoria st Bristol  
 LOCK, JAMES, Nassington, Northamptonshire, Agricultural Machine Owner May 24 at 12 County Court, Peterborough  
 MARSDEN, ROBERT, Thackley, Idle, Yorks, Innkeeper May 16 at 3 Off Rec, 31, Manor row, Bradford

MCGRIGOR, JAMES, Seaton, nr Uppingham, Rutland, Clerk in Holy Orders May 17 at 3 Off Rec, 28, Friar lane, Leicester  
 MCMASTER, THOMAS, Newcastle on Tyne, Travelling Draper May 16 at 2 30 Off Rec, Pink lane, Newcastle on Tyne  
 MORETON, WILLIAM ROBERT, Rugby, formerly Book-seller May 16 at 11 Off Rec, 4, East st, Southampton  
 PALMER, WILLIAM CHARLES, Fulham rd, Walham Green, Oilman May 16 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 PAXMAN, GEORGE, Small Heath, Birmingham, Grocer May 15 at 11 35, Colmore row, Birmingham  
 PHILLIPS, DAVID JOHN, Rhymney, Mon, Grocer May 14 at 12 Off Rec, Merthyr Tydfil  
 PINDER, RUBEN, Blacker Hill, nr Barnslev, Colliery Labourer May 16 at 10 Off Rec, 1, Hanson st, Barnslev  
 POTTER, ROBERT WILLIAM, Aston, nr Birmingham, Baker May 14 at 11 25, Colmore row, Birmingham  
 POWELL, WALTER ARTHUR, Bury st, St James's, Gent May 17 at 11 Bankruptcy bldgs, Lincoln's inn  
 RAMSDEN, JOHN, Farsley, nr Bradford, Tripe Hawker May 15 at 11 Off Rec, 31, Manor row, Bradford  
 REYNOLDS, HENRY, Burnham, Somerset, Wine Merchant May 15 at 11 Railway Hotel, High-bridge  
 ROGERS, JAMES, Upper Hale, Farnham, Surrey, Grocer May 15 at 2 30 Townhall, Farnham  
 ROUREE, JAMES MICHAEL, Cheapside, Photographer May 16 at 2 30 33, Carey st, Lincoln's inn  
 SKIPPER, FREDERICK, Duke st, St James's, Gent May 17 at 12 Bankruptcy bldgs, Lincoln's inn  
 STEPHENS, HENRY, Nantwich, Butcher May 21 at 10 30 152, Hospital st, Nantwich  
 TAYLOR, THOMAS STOKES, Charlotte st, Blackfriars rd, Hatter May 16 at 2 30 Bankruptcy bldgs, Lincoln's inn  
 TIMPSON, ISAAC, Leicester, Commercial Traveller May 17 at 11 30 Off Rec, 28, Friar ln, Leicester  
 TOON, GEORGE EZRA, Leicester, Retailer of Milk May 17 at 12 30 Off Rec, 58, Friar ln, Leicester  
 TRICKY, WILLIAM, Rainham, nr Rochester, Butcher May 20 at 11 Off Rec, High st, Rochester  
 WEBB, JOHN, Aldermanbury, Boot Dealer May 16 at 12 33, Carey st, Lincoln's inn  
 WOOD, GEORGE, Holbeck, Lee 16, Joiner May 15 at 11 Off Rec, 22, Park row, Leeds

## ADJUDICATIONS.

BAKER, HENRY, Salisbury, Cattle Dealer Salisbury Pet April 15 Ord May 1  
 BALL, H., Villiers rd, Willesden lane, Builder High Court Pet March 14 Ord May 4  
 BARNARD, ALFRED, Lower Church st, Art Founder High Court Pet April 17 Ord May 4  
 BARNES, JAMES TAYLOR, Railway Arches, Carlisle st, Lambeth, Timber Merchant High Court Pet March 16 Ord May 2  
 BRICE, SAMUEL, Sheepcote, Waltham, Kent, Farmer Canterbury Pet March 19 Ord May 3  
 BROOKS, ALFRED, Gough sq, Fleet st High Court Pet Feb 20 Ord May 2  
 CROWLEY, WILLIAM MARK, Pattishall, Northamptonshire, Builder Northampton Pet May 2 Ord May 2  
 CRUTTENDEN, FREDERICK, St Leonards on Sea, late Builder Hastings Pet Jan 22 Ord May 4  
 DAVISON, EDWARD, Brentford, Furniture Dealer Brentford Pet April 21 Ord May 2  
 DIXON, JOHN WILLIAM, New Close, Lincs, Fisherman Gt Grimsby Pet May 2 Ord May 2  
 FOORD, FREDERICK WILLIAM, Estcourt rd, Wandsworth common, late Potato Salesman High Court Pet April 30 Ord May 2  
 GRACE, HENRY, Wakefield, late Cab Proprietor Wakefield Pet May 3 Ord May 3  
 GRAFF, I PHILIP, Central st, St Luke's, Master Baker High Court Pet April 1 Ord May 2  
 GRIFFITHS, J. W., Old st, Shoreditch, Timber Merchant High Court Pet March 2 Ord May 2  
 HAMMILL, ALFRED, Hunslet, Leeds, Labourer Leeds Pet May 2 Ord May 2  
 HARRIS, JOHN, THOMAS, Tyndale pl, Upper st, Islington, Boot Dealer High Court Pet April 15 Ord May 4  
 HOLLAND, EDWARD, Gloucester, Innkeeper Gloucester Pet May 3 Ord May 3  
 KING, JACOB, Whitechapel rd, Leather Merchant High Court Pet May 2 Ord May 4  
 LAWRENCE, JOHN, Ridge rd, Hornsey, Commercial Clerk High Court Pet May 4 Ord May 4  
 LOCK, JAMES, Nassington, Northamptonshire, Agricultural Machine Owner Peterborough Pet May 3 Ord May 3  
 MARSDEN, ROBERT, Thackley, Idle, Yorks, Innkeeper Bradford Pet May 3 Ord May 3  
 MITCHELL, GEORGE, Candahar rd, Battersea, Mason Wandsworth Pet Apr 30 Ord May 3  
 MORETON, WILLIAM ROBERT, Rugby, Bookseller Southampton Pet May 2 Ord May 2  
 NEVILLE, FREDERIC, Willersley, Glos, Clerk in Holy Orders Worcester Pet May 4 Ord May 4  
 PALMER, WILLIAM CHARLES, Fulham rd, Walham Green, Oilman High Court Pet Apr 11 Ord May 2  
 PARKIN, ISAAC, Sheffield, Journeyman Blacksmith Sheffield Pet May 3 Ord May 3  
 SMITH, G. and EDITH EMMA GOUGH, Birmingham, Grocers Birmingham Pet Mar 25 Ord May 3  
 STEPHENS, HENRY, Nantwich, Butcher Nantwich and Crewe Pet April 30 Ord May 3  
 STONEHAM, WILLIAM JOHN, late of Austin Friars High Court Pet March 19 Ord May 2  
 TAYLOR, JAMES GEORGE ELLIFF, and FREDERICK TAYLOR, Quicks rd, Wimbledon, Builders Kingston, Surrey Pet April 29 Ord May 2

THOMAS, MORGAN, Glyncymmer, Llangynwyd, Glam, Farmer Neath Pet May 3 Ord May 3  
 THORP, EDWARD, Worcester, Yardsmen at Gasworks Worcester Pet May 4 Ord May 4  
 TRICKY, WILLIAM, Rainham, nr Rochester, Butcher Rochester Pet April 16 Ord May 4  
 TUSON, WILLIAM, Bamber Bridge, Lancs, Clogger Preston Pet April 18 Ord May 2  
 VAUGHAN, NATHANIEL, Eliot cottages, Blackheath, late Builder Greenwich Pet April 27 Ord April 27  
 VEASEY, JOHN, Horncastle, Lincs, Miller Lincoln Pet May 3 Ord May 3  
 WEBB, JOHN, Chorlton upon Medlock, Manchester, Pinafore Manufacturer Manchester Pet April 12 Ord May 3  
 WOODHOUSE, WYNDHAM SPARKS, Kingston on Thames, late Captain 3rd Battalion Manchester Regt Kingston, Surrey Pet April 4 Ord May 4

## SALE OF ENSUING WEEK.

May 17.—Messrs. A. & A. FIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Property (see advertisement, this week, p. 6).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

## LAW ASSOCIATION.

(INSTITUTED 1817.)

For the Benefit of Widows and Families of Solicitors in the Metropolis and Vicinity.  
 THE ANNUAL GENERAL COURT will be held at the Hall of the Incorporated Law Society, on Friday, the 31st May in-  
 To receive from the Board of Directors a Report and Statement of Accounts for the past year.  
 To elect Officers for the ensuing Year.  
 And on General Business.  
 The Chair to be taken at THREE o'clock precisely.  
 By order of the Board,  
 ALTHUR CARPENTER, Secretary.

Devereux-buildings  
 Devereux-court, Temple, W.C.,  
 11th May, 1889.

WANTED, in a County Office (near Manchester), a Conveyancing and General Clerk; salary £150.—Address, in own handwriting, with references, S. T., care of Redfern, Son, & Thompson, Solicitors, Manchester.

## TO TRUSTEES.

## TO CAPITALISTS.

## TO INVESTORS.

Particulars of suitable Investments in London Property may be had free of Mr. GEORGE J. FULLER, 65 and 67, Gresham-street, London, E.C.

If you want Money without Fees—amounts £10 to £1,000—before applying elsewhere see Mr. O. CLIBURN, personally if possible, 43, Great Tower-street.



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